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MINUTES OF THE COURT

OF

ALBANY, RENSSELAERSWYCK AND SCHENECTADY

1668—1673

VOLUME I

Being a continuation of the
MINUTES OF THE COURT OF FORT ORANGE AND BEVERWYCK

Translated and edited
by
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ALBANY
THE UNIVERSITY OF THE STATE OF NEW YORK
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PREFACE

The last volume of minutes of the court of Fort Orange and the village of Beverwyck ended with December 30, 1660. The present volume begins with September 3/13, 1668. The records of the court for the intervening period, during which the province of New Netherland passed from Dutch to English control and Beverwyck became Albany, are missing.

Fort Orange surrendered to the English authorities on September 24, 1664. At that time little change was made in the organization of the court, all the magistrates and inferior officers being continued in their places. As then constituted, the court had jurisdiction over the village of Schenectady, which was settled in 1662, but had ceased to have jurisdiction over the village of Wiltwyck, now Kingston, where a local court was established on May 16, 1661. In 1665, the jurisdiction of the court was extended over the colony of Rensselaerswyck, the manorial court of the colony being in that year, by order of Governor Richard Nicolls, consolidated with the court of Albany, which thenceforth became known as the "Court of Albany, colony of Rensselaerswyck and Schaenhechtede." In the same year Gerard Swart, who since July 24, 1652, had been schout of the colony of Rensselaerswyck, became schout of the consolidated court. He continued in that capacity until November 1, 1670, when, by a vote of a majority of the burghers, he was succeeded by Captain Sylvester Salisbury, the commander of the fort.

On August 2, 1671, while Governor Francis Lovelace was in Albany, he made the following order regarding the court:

Whereas for the Well-Governm^{t} and holding of Courts of Justice in this Towne for the Inhabitants thereof, as also of the Colony of Renzlaers-Wijck, Schanechtide, & parts adjacent, as well as Strangers, there have been annually Elected two Commissaryes for this Towne & Schan-

echtide, & two more for Renslaerswijck to supply y^e^ places of two others in each place that are dismist, and to bee joyned to one of each Place that remaines in making all together the Number of 6 Com̄: besides the Schout: And I being informed That those Commissaryes who are Elected for Renslaerwijck, either by reason of the distance of their Habitation from the Towne, or their other Occasions are often absent when they are appointed to meet, soe that noe Court can then bee held, to the great dissatisfaction of those who have Busynesse, and give their Attendance there; I have by & with the Advice of my Councell thought fitt to Order & Appoint, & by these presents doe Order and Appoint that one person more bee annually added for the Towne of Albany, & y^e^ same Number as formerly to continue for Renslaerswijck. whereby upon all Occasions their Courts may the more regularly bee held, and noe Obstruction bee put to the due Proceedings of Justice. Given under my hand and Seale at ffort Albany the 2^d^ day of August in the 23^d^ yeare of his Ma^ties^ Reigne, Annoq^e^ Domini 1671. ffran: Louelace

Memorand^m^ It is likewise Ordered & Appointed That for the better Dispatch of Busynesse, the Presid^t^ w^th^ any three of the Commissaryes shall bee a Court to decide & determine all Cases which shall come before them. (*Minutes of the Executive Council of the Province of New York*, 2:548–49).

The town of Schenectady, which as early as 1668 had its own schout, remained under the general jurisdiction of the court at Albany until September 6, 1672, when, upon the petition of the inhabitants of Schenectady, it was ordered by the governor and council:

That for Redresse of small Grievances by Trespass, Debt or otherwise, They shall have a Towne Court to try all such Causes to the Value of one hundred Guild^rs^, the persons who shall try the same to bee two to bee nominated by the Governo^r^ out of three to bee chosen amongst themselves annually; but for greater Sum̄es to have Application as formerly to the Co^rt^ of Commissaryes at Albany. (*Ibid.*, 1:146.)

The term "Commissaryes," by which the magistrates of the court are designated in the above orders and in many other contemporary English documents, is a literal rendering of the Dutch term *commissarissen*, which occurs in the original minutes. In the present translations the word "magistrates" has been pre-

ferred and been used wherever the term *commissarissen* occurred in the original text.

The minutes contained in this volume cover approximately the same period as the *Minutes of the Executive Council of the Province of New York*, 1668–73, edited by Victor Hugo Paltsits, State Historian, which were published in 1910. Between these two sets of minutes there are many connections, which have been pointed out in footnotes. The original record is a folio volume of 400 pages, which is lettered on the back: "Court Minutes. City & County of Albany Clerk's Office 1668. 1672." The first 332 pages of this volume consist of the minutes of the local court; pages 333–35 contain the minutes of a Special Court of Oyer and Terminer, held at Albany on February 14–15, 1672/3; and the last 65 pages are blank. The handwriting varies, but is largely that of Ludovicus Cobes, who was secretary of the court during the entire period covered by the minutes.

September 1925

A. J. F. VAN LAER

Court Minutes of Albany, Colony of Rensselaerswyck and Schaenhechtede, Begun the 3d/13th September Anno 1668[1]

[1] Ordinary session held Thursday, September 3/13, 1668

Present:

The honorable magistrates,
Ryckart van Renselaer
Jacob de Hinsse
Jan Thomasz
Abraham Staas
Jan Verbeeck
Martten Gerrittsz
Garrart Swart, Officer

Citations

Lowies Cobes, secretary	2d default	Pieter Jacobsz Borsboom
Cleyn de Goyer[2]	1st default	Theunis Cornelisz Pounties[3]
	1st default	Jan van Marcken
Lowies Cobes, attorney for Mary Goossens	3d default	Arent van den Berch

[1] The original title reads: *Prothocolle van Albany, Colonie Rensselaersw: ende Schaenhechtede begonnen den 3/13 Septembr Anno.* 1668.

[2] Meaning Cleyn, the Gooilander, or Cleyn, from the Gooi, a district near Naarden, in the province of North Holland; not "the thrower-caster-pitcher," as translated in Jonathan Pearson's *History of the Schenectady Patent*, p. 141. After 1675, Kleyn de Goyer is mentioned several times in the Deacons' Accounts of Albany as the recipient of alms. He apparently returned to Holland in 1684, when the Deacons paid Gelyn Verplank 300 guilders for his passage, in the ship "Bever." See Munsell's *Collections on the History of Albany*, 1:39, 42, 43, 44, 45.

[3] Theunis Cornelissen van Vechten. *Van Rensselaer Bowier Mss*, p. 815.

Mary Jansz	2d default	Jan Thysz
Wynant Gerritsz		Theunis Dirricxsz
Theunis Dirricxsz		Wynant Gerrittsz
		Jacob Jansz Noortstrant
Jan Labate	2d default	Aelbert Andriesz
Daniel Verveelen		Lowies Cobes
Volckie van Hoesem	1st default	Roeloff Jansz
Juriaen Theunisz	1st default	Willem Nottingam
Maria Dyckmans	1st default	Evert Cornelisz
	1st default	Jan Mangelsz
Elias Gyselingh	2d default	Sander Leendertsz
Barent Jansz	1st default	Bent Bagge
Jan van Marcken		Mees Pitersz
		Gerrit Bancken
Gerrit Swart, Schout		Juriaen Theunisz
		Ryntie Pitersz
	1st default	Jan de Kuyper
	1st default	Hendrick Gerrittsz
	1st default	Claes Jansz

[2] Jacob Sanderssz[1] is engaged by the honorable court as court messenger and has in that capacity taken the oath of fidelity before the court.

Lowies Cobes, attorney for Mary Goossens, plaintiff, against Arent van den Berch, defendant.

The plaintiff demands by virtue of an assignment by the defendant one and a half beavers, for a young steer which the defendant bought of Jan Andriesz, deceased.

The defendant for the third time in default.

The honorable court declares the defendant *contumax* and therefore condemn him to pay the plaintiff one and a half beavers, with costs.

Wynant Gerrittsz, plaintiff, against Theunis Dirricxsz, defendant.

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[1] Jacob Sandersen Glen.

The plaintiff demands of the defendant fl.56 in beavers, on account of Styntie, the daughter of Cornelis Maersz.[1]

The defendant says that the debt was paid in full, two *muddes* of wheat at fl.18 in beavers having been paid to Wynant Gerrittsz by himself and the rest having been paid by Cornelis Theunisz Bos, deceased,[2] and shows a balanced account of the said Cornelis Theunisz Bos, deceased.

The honorable court having heard the parties on both sides and examined the account, adjudge that the plaintiff can not sue the defendant for this account and therefore dismiss his complaint against Theunis Dirricxsz, reserving his right of action against those who are bound to pay.

Theunis Dirricxsz, plaintiff, against Wynant Gerrittsz, defendant.

The plaintiff demands of the defendant according to his account 332 boards and fl.4 in beavers.

The defendant answers that he owes the plaintiff only one half of the sum demanded and that the other half is due by Gysbert Cornelisz, who also signed the contract and bound himself for the payment together with the defendant, and that he has a power of attorney [3] from Gysbert Cornelisz. Also, that he became surety for the payment to Gillis Pitersz of 100 boards for house rent and that 75 boards in his hands have been attached by Symon, the baker, also for house rent of Gysbert Cornelisz.

The honorable court having heard the parties on both sides and carefully considered everything, order the parties to present further proof on the next court day.

Theunis Dirricxsz, plaintiff, against Jacob Jansz van Noortstrant, defendant.

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[1] Cornelis Maessen van Buren. See *Van Rensselaer Bowier Mss*, p. 181, 807.

[2] Cornelis Theunissen van Westbroeck. He and Theunis Dircksen van Vechten were the guardians of the children of Cornelis Maessen van Buren. *Van Rensselaer Bowier Mss*, p. 814.

The plaintiff demands of the defendant ten beavers according to his account.

The defendant's wife appearing for her husband acknowledges the debt.

The honorable court having heard the parties on both sides condemn the defendant to pay the aforesaid sum of ten beavers.

Daniel Verveelen, plaintiff, against Ludovicus Cobes, defendant.

The plaintiff hands in a bond payable by the defendant amounting to fl.48:10, in beavers.

The defendant admits the debt.

The defendant is ordered to pay the above sum of forty-eight guilders and ten stivers.

Jan Gerrittsz van Marcken, schout of Schaenhechtede, plaintiff, against Meeuwes Pitersz, defendant.

The plaintiff demands of the defendant payment of the fine imposed upon him for working on the Sabbath, according to the ordinance.

The defendant answers that he was not working, but only sawed a piece of board through.

The honorable court having heard the parties on both sides, condemn the defendant to pay the plaintiff a fine of fl.6, according to the ordinance.

Idem, plaintiff, against Gerrit Bancken, defendant.

[4] Same complaint as in the preceding minute.

The honorable court, having heard the parties on both sides, dismiss the plaintiff's complaint against the defendant and [decide] that at the first opportunity the patentees shall be ordered by the court to fence in their land according to their contract with one another and that a fine shall be imposed upon the delinquent and the unwilling.

Idem, plaintiff, against Gerrit Bancken, defendant.

The plaintiff says that recently he was ordered by the honorable court to command one of the inhabitants of Schaenhechtede to furnish a horse on which the Jesuit was to ride to the

Maquaes' land, whereupon he warned the servant of Gerrit Bancken, as it was Gerrit Bancken's turn, but that he refused to do so. He therefore complains that the orders of the honorable court are disregarded and that in order to carry out the aforesaid order he hired a horse for three beavers upon the advice of Sander Leendertsen. He demands, therefore, that the defendant shall pay the same.

The defendant gives for answer that he was not at home and that the servant did not dare do it.

The honorable court having heard the parties on both sides order the defendant to satisfy Piter Adriaensz for the horse, as it was his turn to render service in any emergency and no other horses were available.

Jan Gerrittsz, appearing in court, states that by order of Piter Adriaensz he has attached ten schepels of wheat in the hands of Aernhout Cornelis[1] and requests that the said attachment may be declared valid. Also fl.17:4 in seawan which he likewise attached in the hands of Aernhout Cornelis, concerning him personally.

The honorable court declare the said attachments valid.

[5] Gerrart Swart, schout, plaintiff, against Evert Wendel, defendant.

The plaintiff demands of the defendant one beaver and fl.15 in seawan, according to the agreement made with each other.

The defendant admits the debt, but says that he does not have it at present.

The honorable court condemn the defendant to pay the plaintiff the beaver and fl.15 in seawan demanded.

Idem, plaintiff, against Rhyndert Pitersz, defendant.

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[1] Arnout Cornelissen Viele, the Indian trader and interpreter. The name Viele, or Vielen, is a patronymic, derived from the Frisian name Fiel, or Fyle, and should, therefore, not be written with a grave accent on the final *e*, as in Jonathan Pearson's *History of the Schenectady Patent*, p. 207–12.

The plaintiff says that the defendant drew a knife on Juriaen Theunisz and produces an affidavit to that effect. He therefore asks for the fine provided in such cases by the ordinance.

The defendant answers that he had the knife with the sheath in his hand, but can not say whether in haste he drew the knife out of the sheath, and offers to produce further evidence on the next court day.

The honorable court having heard the parties on both sides order the defendant to produce further evidence on the next court day, or meanwhile to compound with the officer.

Wynant Gerritsz, appearing in court, shows a written notice which he has had served on Geertruyt Vosburch by Jacob Sandersz Glen, the court messenger, [requesting her] to come to receive her payment in boards, to which she gave for answer that she would not take boards, but [must have] seawan, according to the judgment.

The honorable court order the court messenger to serve notice on Geertruyt Vosburch for the second time to call for the boards at the place where heretofore, according to the contract, she has received the boards, and this [to receive] the first payment, the other [payment to be received] six weeks from this date.

The wife of Marcelis Jansz, appearing in court, requests that an attachment of the money of Barent Arentsz, amounting to fl.22 in seawan, in the hands of Mr Abraham[1] may be declared valid.

The honorable court: *fiat.*

[6] Whereas the honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede are informed that daily many questions, disputes and accidents arise among the patentees at Schaenhechtede on account of their failure to fence in their land, so that the horses and cattle go upon it and cause great damage to one another; Therefore, the honorable magistrates

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[1] Abraham Staets, surgeon.

aforesaid hereby expressly order all patentees of Schaenhechtede aforesaid to provide their land with proper fences, according to the contract made with one another, and this between now and half May of the year 1669, in order to prevent all inconveniences. Those who shall act contrary hereto, shall forfeit the sum of fl.50, to be applied to the benefit of the officer. Thus done at the session of the honorable court of Albany, colony of Rensselaerswyck and Schaenhechtede, this 3/13 September 1668.

Ordinary session held Thursday, September 17, 1668

Present, the honorable magistrates:

Jacob de Hinsse
Jan Verbeeck
Marten Gerrittsz

Citations

Lowies Cobes		Piter Jacobsz Borsboom
Juriaen Theunisz	2d default	Willem Nottingam
Marcelis Jansz	1st default	Barent Arentsz
Jan Carstensz		Piter Adriaensz
Hans Dreper		Jan van Marcken
Cleyn de Goyer		Jan van Marcken
Martten Hoffman		Geurt Hendricx
Elias Gyselingh	3d default	Sander Leendertsz
Theunis Dirricxsz		Wynant Gerritts
De heer Officier	1st default	Jan Thysz
		Jan Jacobsz
		Gysbert van den Berch
		D. v. Schelluyne
		Hendrick Vermeulen
		Jan Cloet

[7] Lowies Cobes, attorney for Cornelis Wynkop, plaintiff, against Piter Jacobsz Borsboom.

The plaintiff demands of the defendant according to the account for balance due on a piece of oats bought in the field of the said Wynkop, in company with Jan Andriesz de Graeff, one beaver; also for one half of a fat cow, for which his payment was short 6 guilders in beavers; also for an old Flemish scythe, sold to him for 6 guilders in seawan; total in beavers, fl.14, and in seawan 6 guilders, with costs.

The defendant admits the debt, but says that he has a counter claim.

The honorable court order the defendant to pay the plaintiff the sum of fl.14 in beavers and fl.6 in seawan, without prejudice to the claim which he has against the plaintiff.

Jan Carstensz, plaintiff, against Piter Adriaensz, defendant.

The plaintiff complains that the defendant has attached ten schepels of wheat belonging to him, in the hands of Aernhout Cornelisz, which attachment he declares to be unlawful, as he does not owe him anything. He requests therefore that the said attachment may be declared invalid.

The defendant says that more than six years ago he joked with the plaintiff that he would have an even account with him, provided the plaintiff worked for the defendant ten days in the harvest, but that he would never do this, nor since that date has done a stroke of work for him, which he offers to confirm by oath.

The honorable court, having heard the parties on both sides, put over the case until the next court day, in order that the defendant may consider whether he will take the oath and the plaintiff produce proof to the contrary, at which time the matter at issue will be disposed of.

The plaintiff, in order not to prolong the litigation, leaves it to the defendant to take the oath.

The defendant takes his oath, whereupon the honorable court condemns the plaintiff to pay the aforesaid ten schepels of wheat, which the defendant is to levy upon Aernhout Cornelisz.

[8] Maritie Drepers, plaintiff, against Schout van Marcken, defendant.

The plaintiff says that she has had a small case at the house of the schout or in his custody attached and requests that the attachment may be declared valid.

The defendant answers that the case was not attached, but that it is a dirty trick of Schout Swart. He does not deny that he owes five schepels of wheat which he received from Piter de Dansser, but claims satisfaction for his pains. He also says to the schout: "You are Haman and I am Mardechay."

The honorable court having heard the parties on both sides order the defendant on the next court day to hand in his account, itemized and dated, in order that the matter may be disposed of.

The wife of Cleyn de Goyer, plaintiff, against Jan Gerrittsz van Marcken, defendant.

The plaintiff says that the defendant has kept fl.24 in seawan which he was to collect at Schaenhechtede, without any authority to do so.

The defendant admits that he received fl.29 on her account, together with a schepel of nuts (*kraecknoten*), amounting together to fl.37, and produces an account of tavern expenses of her husband amounting to fl.38:3, so that there is still due him fl.1:3.

The honorable court having heard the parties on both sides order that the plaintiff's husband is to appear personally on the next court day, to refute the defendant's account.

Martten Hoffman, plaintiff, against Geurt Hendricxsz, defendant.

The plaintiff, as heir to the estate of Jan Aelberts, deceased, and as attorney for his brother-in-law Tierck Claesz, demands of the defendant fl.39:10 in beavers for shoes which Jan Aelberts made for the defendant in the years 1660 and 1661, deducting one beaver which was paid.

The defendant answers that he paid and satisfied the pretended account but is willing to pay if the plaintiff should show a bond signed by him.

[9] The honorable court having heard the parties on both sides and considering that the person who made and furnished the shoes is dead and can not take the oath, they leave it to the defendant to take the oath, in order that the matter may be disposed of.

Theunis Dirricxsz, plaintiff, against Wynant Gerrittsz, defendant.

Dispute according to the previous minute. The plaintiff produces a deposition of Gysbert Cornelisz, whereby it appears that Gysbert Cornelisz acknowledges the matter to be in the hands of the plaintiff. Also an expense account amounting to fl.148, in beavers, all of which he advanced and of which he demands payment.

The defendant answers that he has to do with Gysbert Bogart as well as with the plaintiff, as stated by him in the previous minutes and persists therein.

The honorable court having heard the parties on both sides postpone the case until the bench is complete, when the matter will be disposed of.

Gerardt Swart, scholtus, *ratione officii* plaintiff, against Gysbert van den Berch, defendant.

The plaintiff says that the defendant contrary to the ordinance of the court has since long measured with an unsealed schepel measure, in violation of the placard. He, therefore, demands that the defendant shall pay the fine provided as above.

The defendant pretends ignorance, claiming that he never knew anything about it.

The honorable court put over the case until the bench is complete.

Idem, plaintiff, against Dirck van Schelluyne, attorney for Rhyndert Pitersz, defendant.

The honorable court put over the case until the bench is complete.

Idem, plaintiff, against Jan Clute, defendant.

[10] The plaintiff says that the defendant after the ringing of the bell has had a savage in his house, in violation of the

placard, and requests that he be condemned to pay the fine provided in such cases.

The defendant answers that the savage was not there to stay and that his servant had ordered him to go away.

The honorable court put over the case until the bench is complete.

The 26th of September 1668

It is reported to Magistrates Mr Jacob de Hinsse and Jan Verbeeck that four Frenchmen have been seen on the Schaenhechtede path, going in the direction of Schaenhechtede, and are said to have come from behind the Kil van Kol or Maryland. It is presumed that they have run away from their masters. Therefore, the magistrates with the knowledge of Capt. Willet, have sent the schout and four soldiers to Schaenhechtede to apprehend the same and bring them here if possible, to examine them.

Ordinary session held on Thursday, October 8, 1668

Present, the honorable magistrates:

Jacob de Hinsse
Jan Thomasz
Jan Verbeeck

Citations

Juriaen Theunisz		Willem Nottingam
Piter Adriaensz		Elias van Ravestyn
Cleyntie de Goyer	1st default	Theunis Cornelis
Herman Rutgers		Willem Teller
Geertruyt Vosburch	1st default	Jan Roothaer
Dirck van Schelluyne		Johannes de Wandelaer
	1st default	Luycas Gerrittsz
Gabriel Thomasz	1st default	Hester Fonda
Jacob Sandersz	1st default	Geertruyt Vosburch
Theunis Spitsbergen		Aeltie van Breemen

[11] Gerrart Swart, officer — 2d default — Jan Thysz

Jacob Jacobsz
Aeltie van Breemen
1st default — Adriaen Huyberts
Arent van den Berch

Juriaen Theunisz, plaintiff, against Willem Nottingam, defendant.

The plaintiff demands of the defendant eight beavers, being the balance of the rent of a house in which the defendant lived.

Mr Pretty, as attorney for Willem Nottingam, according to the contract of the lease, claims reparation of the damage suffered, as the house was not tight.

The plaintiff, replying, says that the exceptions are taken in bad faith and that he offered the defendant to have him vacate the house during the remaining half year, which the defendant would not do unless he received a profit.

The honorable court refer the parties to the next court day to submit their evidence in writing.

Piter Adriaensz, plaintiff, against Elias van Ravenstyn, defendant.

The plaintiff demands of the defendant eight beavers by balance of account for board.

The defendant answers that the plaintiff summoned him from the Manahatans to exercise his trade at Schaenhechtede and kept him waiting long, to his great loss, Mons^{r}. Curler having prevented him from doing his work. He maintains that he is not bound to pay the amount claimed.

The honorable court refer parties to referees, Gerrit Bancken and Evert Wendel, who are to help them to settle their affairs and if they can not come to any agreement to report their findings to the court, which shall then render judgment in the case.

Herman Rutgers, plaintiff, against Willem Teller, defendant.

The plaintiff says that the defendant has forbidden him through the court messenger to fetch an ox from Cornelis Verway

to which he is entitled. He therefore [12] demands the reason why he did so.

The defendant says that the animal is his until the expiration of the term and that then one half belongs to Ceesie Koenen, and that he has no authority to dispose thereof.

The honorable court put over the case until the next court day, when Ceesie Koenen is to appear also, to give their honors further information.

Dirck van Schelluyne, plaintiff, against Johannes de Wandelaer, defendant.

The plaintiff demands of the defendant fl.3 in seawan and for appearing for him on the return day also fl.3.

The defendant admits that he owes one half of the amount.

The honorable court order the defendant to pay his share within the space of 24 hours.

Idem, as substitute for Monsr. Curler,[1] gives notice that he has caused 1½ beavers in the hands of Helmer Otten to be attached, which are due to Gerrit van Rees from Piter Bont, as well as fl.18:12 in seawan for himself, and requests permission to levy the same.

The honorable court declare the said attachments valid and authorize him to levy the said money upon condition of giving security therefore, to wit, the 1½ beavers of Gerrit Rees, but the other amount not until he has obtained a judgment against Piter Bont.

Theunis Spitsbergen, plaintiff, against Aeltie van Breemen, defendant.

The plaintiff demands of the defendant 97 schepels of oats, or the value thereof, for boards which her late husband[1] bought of him.

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[1] Arent van Curler was drowned in Lake Champlain in 1667.

[1] Jan Dircksen van Bremen. In 1659 he sold his farm at Catskill to Eldert Gerbertsen Cruyff, in exchange for a house in Beverwyck. *Early Records of Albany*, 1:451, 2:140; *Minutes of the Court of Rensselaerswyck*, p. 28.

The defendant answers that her husband has perished[2] and that she knows nothing about the debt.

The plaintiff replies that the same is truly due to him and that he has caused the said sum to be attached in the hands of Eldert, but that he would not accept the [writ of] attachment. He therefore requests that the said Gerbertsz may be ordered to accept the attachment.

The honorable court order Eldert Gerbertsz to accept the attachment and will render judgment in the matter when the bench is complete.

[13] Gerrart Swart, officer, ex officio plaintiff, against Aeltie van Breemen, defendant.

The plaintiff gives notice that he attached the defendant's money in the hands of Eldert Gerbertsz to the amount of fl. 10 in seawan and the value of 250 pieces of wallnut wood. He requests that the attachment may be declared valid.

The defendant answers that her husband has been up here several times and that he has never been called upon to pay; that it is a debt arising from certain fines and that on account of her poverty she can not pay it.

The honorable court can for the present render no judgment in the case, in the first place because the matter has been pending so long and in the second place because she is a poor widow. They therefore put off the parties until the next court day, when the bench is complete.

Theunis Jacobsz, beer carrier, appearing in court, says that he has caused the sum of fl.23 in seawan belonging to Eduart Schott attached in the hands of Claes van Petten and requests that the attachment may be declared valid.

The honorable court: *fiat.*

The farmer of the excise, Johannes Provoost, appearing in court, proposes the appointment of the person of Evert Cornelisz as second beer carrier, as one is not enough and can not do the work alone.

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[2] *dat haer man verongeluckt is.* How or when he lost his life does not appear.

The honorable court grant the request and admit the person of Evert Cornelisz as second beer carrier upon condition that he submit himself to the regulations of the office and has in that capacity taken the oath of fidelity.

Jacob Sandersz, court messenger, appearing in court, announces that in the name of his masters[1] he has attached the property of Geertruyt Vosburch in the hands of Wynant Gerrittsz for the sum of fl.400 in seawan and requests that the same may be declared valid.

The honorable court: *fiat.*

[14] The honorable schout gives notice that he has attached all the money of Barent Arentsz in the hands of Master Abraham Staas.

The honorable court can not enter into this until the plaintiff has brought suit against the said Barent.

Ordinary session, Thursday, October 29, 1668

Presentibus omnibus

preter Martten Gerrittsz

Citations

Gabriel Thomasz	2d default	Hester Fonda
1st default Geertruyt Vosburch	2d default	Jan Roothair
Laurens van Alen	1st default	Jacob Jansz Flodder
	1st default	Claes Bever
	1st default	Evert Cornelisz
Ursel, the wife of Anthony Jansz		Jacob Jansz Flodder Jan Martensz
	1st default	Dirck van Schelluyne Piter de Dansser

[1] *syn meesters;* apparently relating to Maria Momma and others for whom Jan Bastiaensen van Gutsenhoven acted as agent. See *Van Rensselaer Bowier Mss*, p. 844.

Barent Rhyndersz		Bastiaen de Winter
Dirck van Schelluyne	2d default	Jan Jansz Bleecker Geertie Cornelis
Piter Loockermans, the younger	1st default	Symon Volckerts
Gerrit Lansingh	1st default	Barent Aelberts
Wynant Gerrittsz	1st default	Jochum Wessels
Gerrit Swart, schout		Jan Thysz Jan Jacobsz Omy La Grand Gysbert van den Berch Jan de Kuyper Aernhout Cornelisz Jacob van Laer

Laurens van Alen, plaintiff, against Evert Cornelisz, defendant.

[15] The plaintiff gives notice that he has attached the money of Evert Cornelisz in the hands of Jan Thomasz and requests that the attachment may be declared valid.

The honorable court: *fiat.*

Urseltie, the wife of Anthony Jansz,[1] plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant fl. 537:9 in seawan, according to his bond.

The defendant admits the debt.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl. 537:9 in seawan, under penalty of execution, the defendant to remain here under arrest until he has satisfied the plaintiff.

Idem, plaintiff, against Jan Martensz, defendant, in default.

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[1] Anthony Jansen Westbroeck, tavern keeper. In 1661 and 1662, he was court messenger of Rensselaerswyck. See *Early Records of Albany*, 3:87, 140.

The plaintiff, being about to depart, humbly requests the honorable court to order the said Jan Martensz to pay her what he duly owes her.

The honorable court grant her request and order the court messenger to go at once to Schotack and to summon Jan Martensz Schepels to appear immediately before the honorable court here and to hear such complaint and demands as the plaintiff shall make against him, on pain, in case he does not obey this order, of being brought to court by the schout. All at his expense.

Idem, plaintiff, against Dirck van Schelluyne, defendant.

The plaintiff demands of the defendant fl.200 in seawan, according to his bond.

The defendant admits the debt, but promises to pay this winter upon her order, and requests that the bond may be kept in the secretary's office.

The honorable court order the defendant to pay the fl.200 demanded by the plaintiff this winter, according to his promise.

Dirck van Schelluyne, plaintiff, against Jan Jansz Bleecker, defendant.

[16] The plaintiff produces a written complaint and protest against what he did at the sale of his land and says that the execution was illegal. He requests reparation and that the same may be declared void. Also, that he may receive his salary.

The defendant says that the protest does not concern him and that he has followed no other than the legal course of procedure. He requests an assignment of so much of his salary as the plaintiff is bound to pay him.

The honorable court declare the plaintiff's protest invalid and refuse his request, as being contrary to law and reason. Furthermore, they order the plaintiff to give the defendant an assignment according to his own bond.

Upon the request of the former secretary, D. v. Schelluyne, permission is granted him by the honorable court to recover from the unwilling by way of peremptory execution the fees for all his business in connection with the court.

Barent Rhynders, as guardian of the children of Jan Rinckhout,[1] plaintiff, against Bastiaen de Winter, defendant.

The plaintiff demands of the defendant fl.1100 in seawan of Daniel Rinckhout, deceased, which he had in his canoe on the trip to Canada.

The defendant shows by a letter from the Jesuit that a part of this money was deposited with the Beguine convent (*Bagynen klooster*) in Canada to be sold to advantage, and admits that at a definite guess he used fl.500 of the said money for his necessary expenses and that the money left there weighs about 24 or 25 lbs.

The honorable court order the parties to settle with each other and order the said Winter to release the money left in Canada and to write to the Jesuit about it.

Gerrart Swart, schout, ex officio plaintiff, against Jan Thysz, defendant.

The plaintiff says that the defendant has struck and wounded the person of Jan Jacobsz with a reaper's hook (*mathaeck*), as appears by deposition, and requests that the defendant be condemned to pay the fine provided in such cases.

The defendant denies that he wounded Jan Jacobsz, but says that he struck him on account of his abusive language.

The honorable court order the plaintiff to produce further proof on the next court day that [17] the defendant wounded the said Jan Jacobsz. Meanwhile, the defendant is to settle with him and pay the servant and send him his belongings.

Idem, ex officio plaintiff, against Omy Lagrand.

The plaintiff demands of the defendant two beavers and fl.30 in seawan.

The defendant produces a counter claim of fl.22 in beavers and is willing to pay the difference.

The plaintiff demands that the defendant shall swear to his account.

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[1] In September 1668, the deacons of the Dutch Reformed Church at Albany received from Jan Rinckhout 15 guilders for the use of the large and small pall. Munsell's *Collections*, 1:29.

The honorable court order the defendant to tender and pay the plaintiff what by balance of accounts shall appear to be due to him.

Idem, plaintiff, against Gysbert van den Berch, defendant.

Case according to the preceding minutes. The plaintiff claims the fine provided in such cases, as the defendant's schepel measure was found to be too small.

The honorable court condemn the defendant to pay the plaintiff fl.12 in seawan, with the costs of the proceedings, because he has failed to observe and neglected the ordinance of the court.

Theunis Dirricxsz, plaintiff, against Wynant Gerrittsz, defendant.

Case according to the preceding minutes. The plaintiff still claims from the defendant satisfaction of his previous demand.

The defendant persists in his previous answer, that he will govern himself according to the contract.

The honorable court declare the attachments invalid as they have never been reported to the court and condemn the defendant to tender and pay to the plaintiff the sum demanded according to the account.

Gerrart Swart, schout, plaintiff, against Jan Andriesz, defendant.

The plaintiff says that the defendant has said that the affidavit which Aernhout Cornelisz and Jacob van Laer gave him was no good and demands reparation.

The defendant denies that he said so.

[18] The honorable court condemn the defendant to pay the plaintiff fl.25 according to the ordinance, with the costs of the suit.

Juriaen Theunisz, plaintiff, against Willem Nottingam, defendant.

Case according to the preceding minutes. The plaintiff claims from the defendant eight beavers and demands satisfaction thereof.

The defendant says what in the preceding minutes he has had Mr Pretty say and persists therein. He furthermore claims that he suffered three beavers' worth of damage.

The honorable court having heard the parties on both sides order them to settle their differences with the help of two referees, Philip Schuyler and van Dyck,[1] who are invited and authorized thereto.

Willem Fredericxsz, appearing in court, exhibits an account payable by Roeloff Swartwout and makes oath that the same is a true account.

Jan Tuinnel,[2] appearing in court, requests the privilege of running the ferry on Sundays for the accommodation of the church people, as he has made his arrangements for it.

The honorable court grant the same to Jan Tuinnel, to the exclusion of all others.

Jan Gerrittsz, schout of Schaenhechtede, appearing in court, requests permission to keep an ordinary at Schaenhechtede for the accommodation of travelers, as he can not make a living of the schout's office.

The honorable court grant van Marcken his request, but do not permit him to entertain parties publicly.

It is resolved to notify the bakers by ordinance that they must sell their coarse bread, weighing eight pounds, for twenty-two stivers, seawan, and the white loaf, weighing one pound, for six stivers.

It is also resolved to write to the honorable general for the instructions or privileges, in order that the court may govern themselves accordingly.

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[1] Surgeon Cornelis van Dyck, a son of Hendrick van Dyck, the former fiscal of New Netherland. He was born in 1642 and served his apprenticeship with Surgeon Jacob de Hinsse. See *Early Records of Albany*, 3:74, and his father's will, dated August 13, 1655, proved March 20, 1687/8, in N. Y. Hist. Soc. *Collections*, 26:389.

[2] Jan Toinel.

It is also resolved to renew the ordinance about the sealing of weights and measures.

[19] The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede being informed how little regard and consideration is shown by the bakers here in selling their bread, [the said bakers] asking what they please and maintaining the old price, notwithstanding the fact that grain at present is cheaper than it has been in any previous year; Therefore, their honors finding themselves obliged to prevent [further] complaints on the part of the poor community, have decided and ordained, as they decide and ordain hereby, that all the bakers, or those who exercise the trade of baking, shall hereafter, for a loaf of coarse bread weighing eight pounds, ask no more than twenty-two stivers, and for a loaf of white bread, weighing one pound, six stivers. Those who shall act contrary hereto shall forfeit two pounds Flemish, to be applied to the benefit of the officer. Thus done at the meeting of the aforesaid magistrates, the 29th of October 1668, at Albany.

The honorable court also renew the placard or ordinance passed regarding the sealing of the yard measures, weights, barrels, cans and schepel measures, enjoining all merchants, brewers, tavernkeepers, farmers and others who respectively use the same in their business to regulate themselves accordingly and to have their yard measures, weights, barrels, cans and schepel measures gaged by Jacob de Brouwer, sealer of weights and measures, in the presence of the honorable officer, before the first of January anno 1669 next ensuing, under penalty of a fine of fl.12 to be paid by those who hereafter shall be found to have unsealed weights and measures of the kind described above in their houses or to have used the same in delivering goods, the said fine to be applied to the benefit of the officer, in accordance with the aforesaid placards and ordinances. Thus done at the meeting as above.

Ordinary session, Thursday, November 12, 1668

Presentibus omnibus
preter Mr. Abraham Staas

Citations

Laurens van Alen	2d default	Claes Bever Evert Cornelisz
Mr J. v. Renselaer		Paulus Martensz
Jocchum Wessels		Wynant Gerrits
[20] Geertruyt Jeronimus		Tryntie Melgerts
Jan Hendricxsz Bruyn		Bastiaen de Winter
1st default Gerrit Lansingh	2d default	Barent Aelberts
Marcelis Jansz	2d default	Barent Arentsz
Herman van Gansevoort		Claes Bever
Jacob Sanderez		Geertruyt Vosburch
Piter Fransm[an][1]	1st default	Gerrit Theunisz
Laurens van Alen		Jacob Jansz Flodder

Laurens van Alen, plaintiff, against Claes Bever, defendant.

The plaintiff demands of the defendant fl.110:19 in seawan.

The defendant admits the debt.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff fl.110:19 in seawan in the space of six weeks.

Mr J. v. Renselaer, plaintiff, against Paulus Martensz, defendant.

The plaintiff says that the defendant has contracted to make a wagon, which he has not made within the proper and stipulated time, so that the plaintiff was greatly inconvenienced thereby. It being now out of season and the plaintiff having for the present

[1] Pieter, the Frenchman. Jonathan Pearson, in *Early Records of Albany*, 1:75, says: Perhaps Pieter De Garmeau, *alias* Villeroy.

no need of a wagon, he demands that the defendant shall return his iron work and fit it again to the wagon from which he took it, and for costs, brandy and other expenses pay the sum of fl.50.

The defendant answers that he wishes to submit the matter to two referees, to see whose fault it is.

The honorable court having heard the parties on both sides order the defendant to put the plaintiff's wagon again into working order within the space of three times 24 hours and to pay a fine of fl.12 cash for the poor.

Jocchum Wessels, baker, plaintiff, against Wynant Gerrittsz, defendant.

The plaintiff says that in the preceding minutes he was ordered to come to an agreement with the defendant before referees, which was done, but that the defendant has let the matter slide. He therefore is not satisfied with the settlement and kicks everything with the foot.[1] He requests that the matter and the accounts on both sides may be reviewed by the honorable court.

[21] The defendant refers to the decision of the referees and claims that there is money due him, of which he demands payment.

The plaintiff, replying, demands the account which the defendant himself more than ten years ago extracted from his book.

The honorable court having heard the parties on both sides and examined the accounts find that by balance of accounts there is due to the defendant fl.1:15 in seawan, and order the defendant to deliver the account demanded to the plaintiff within the space of 24 hours.

Jan Hendrick Bruyns, in his capacity of co-guardian of the children of Jan Rinckhout plaintiff, against Bastiaen de Winter, defendant.

The plaintiff says that last court day the honorable court ordered the matter at issue to be settled by agreement. He produces a plea and complaint and persists therein.

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[1] *Stoot alles met de voet;* meaning, that he repudiates the whole business.

The defendant requests a copy of the complaint to make answer thereto on the next court day. He says that Jan Bruyns came to Schaenhechtede and said to him: "I come here to speak to your Reverence."[1] Coming thereafter to Jan Gerrittsz, in the blockhouse at Schaenhechtede, the plaintiff asked him if the money of Daniel Rinckhout had been in his canoe? Whereupon he answered: "It was not like Daniel to trust another person with his money."

The honorable court, having heard the parties on both sides, ordered the plaintiff to furnish the defendant with a copy of his complaint to make answer thereto on the next court day.

Herman van Gansevoort, plaintiff, against Claes Bever, defendant.

The plaintiff demands of the defendant fl.116 in seawan.

The defendant admits the debt, but says that he has a counter claim against Eldert Gerbertsz and that at the time that this debt was incurred the plaintiff was in partnership with Eldert aforesaid.

The honorable court, having heard the parties on both sides, condemn the defendant to tender and pay to the plaintiff the sum of fl.116 in seawan within the space of six weeks, reserving his claim against Eldert Gerbertsz.

Idem, gives notice of the attachment of the money of Huybert Jansz amounting to fl.30:9 in seawan in the hands of Dirck Theunisz. Requests that the same may be declared valid.

The honorable court: *fiat.*

[22] Jacob Sandersz, servant (*dienaer*) of Jan Bastiaensz,[2] deceased, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant fl.296 in beavers, according to his master's books.

The defendant admits the debt and exhibits an account due by Johannes van Twiller.

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[1] *Ick kome hier om uwe Eerwaerdicheyt te spreecken.* See about Bastiaen de Winter, *Early Records of Albany*, 2:24.

[2] Jan Bastiaensen van Gutsenhoven.

The honorable court put over the case to the next court day, when Mr Rensselaer is to be present to give further information about Jan van Twiller's affairs.

Laurens van Alen, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant eight beavers and 33 boards, arising from the purchase of his father-in-law's land.

The defendant says that he owes but 7½ beavers and 33 boards, and requests the land be surveyed, as he does not have the just half and was obliged to buy more land. The defendant, therefore, maintains that he is not bound to satisfy the plaintiff.

The honorable court having heard the parties on both sides reject the plea and condemn the defendant to pay the plaintiff the eight beavers and 33 boards demanded, and this within the space of two months. Meanwhile, if the surveyor comes up the river in the spring, the land will be surveyed and he will receive his half.

Wynant Gerrittsz appearing in court says that the boards for the second payment of Geertruyt Vosburch are lying ready and asks what he is to do with them?

The honorable court decide that for greater security the boards are to remain above at the mill and that she shall be notified that they are attached.

Lowies Cobes, attorney for Hilletie Broncx, gives notice of the attachment of 333 boards of Geertruyt Vosburch in the hands of Wynant Gerrittsz and requests that the same may be declared valid.

The honorable court: *fiat.*

Mr Jan, as attorney for Anthony Jansz, appearaing in court, requests once more that D. v. Schelluyne may be ordered to render an account of what he claims, on pain of judgment by default.

The honorable court: *fiat.*

[23] The court messenger appearing in court for Herman Rutgers gives notice of the attachment of the money of Piter,

the Frenchman, in the hands of Hendrick Meeussen. He requests that the same may be declared valid.

The honorable court: *fiat.*

It is also resolved and decided to post a notice that the tapsters and tavernkeepers must each quarter year pay into the hands of the officer one pound Flemish for their license, which they will receive likewise from the officer and which they must renew every quarter year, which resolution is to take effect after the publication of the following notice:

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede hereby notify and inform all tapsters and tavernkeepers and those who make a business of tapping that they must each quarter year secure from the honorable officer, Gerrart Swart, a license or so-called *spinhuyssedul*,[1] and pay therefor each time the sum of fl. 6 in seawan. This to take effect upon the publication hereof.

Ordinary session, Thursday, November 26, 1668

Presentibus omnibus

Citations

Jan Bruyn, co-guardian		Bastiaen de Winter
Idem, personally		Bastiaen de Winter
The wife of Cleyn de Goyer		Jan van Marcken
Gabriel Thomasz	3d default	Hester Fonda
Gerrit Lansing		Barent Aelberts
Laurens van Alen		Evert Cornelisz
Geertruyt Jeronimus		Tryntie Melgerts
Piter Loockermans		Symon Volckerts
Volckie van Hoesem		Symon Volckerts
Herman van Gansevoort		Sacharias Sickels Huybert Jansz

[1] Literally: Workhouse certificate; a term evidently borrowed from the city of Amsterdam, Holland, where the revenue from liquor licenses was used for the maintenance of the workhouse. See Jan Wagenaar, *Amsterdam in zyne Opkomst, Aanwas, Geschiedenissen*, 2:257.

Marcelis Jansz		Jan Corneel
Lowies Cobes		Geertruyt Vosburch
Sacharias Sickels	1st default	Eldert Gerberts
Jacob Salomons		Gerrit van Nes
Schout Swart	1st default	Jan Helmsz
	1st default	Jan Clute
	1st default	Hendrick Koster

[24] Jan Hendrick Bruyns, as co-guardian of the children of Jan Rinckhout, plaintiff, against Bastiaen de Winter, defendant.

Case according to the preceding minutes. The defendant produces a written answer and says that the plaintiff has tried to slander him as if he had acted in bad faith with the seawan and that in the preceding minutes he has frankly and simply acknowledged that he used fl.500 of it for his necessary expenses and that he left the remaining seawan, weighing 25 lbs, in the Beguinage (*Bagynen hoff*). He says further that gold or silver money would be paid for it and that upon his arrival he made this known to Jan Rinckhout and his late wife, but did not mention the fl.500, thinking that it would be time enough when news came from Canada.

The plaintiff produces an affidavit or memorandum of what took place at Schaenhechtede before Van Marcken, the schout of that place, from which it appears that the defendant denied what he alleges in his answer.

Jan Rinckhout being summoned to appear in court and being asked whether the defendant, de Winter, did not acknowledge to him and his late wife that he had left the money in Canada, answers, Yes, that he did acknowledge that he had left something there, but not how much, nor what specie.

The honorable court having heard the parties on both sides request and authorize Messrs Philip Schuyler and Andries Teller as mediators to adjust the matter in the presence of the honorable officer and the secretary and, if unable to do so, to report their findings to the court.

Jan Hendrick Bruyns, plaintiff, against Bastiaen de Winter, defendant.

The plaintiff says that the defendant has slandered him, having said that the plaintiff has maliciously tried to undermine his reputation.

The defendant denies this, but admits that he said that the plaintiff tried to mislead him and as to the matter of the money that was left in Canada, that it was not straight.

Van Marcken, schout, appearing in court, testifies that the defendant said that the plaintiff had treated him feloniously.

The plaintiff demands reparation of honor.

The defendant admits that he has nothing to say against the plaintiff that is inconsistent with honor or virtue.

The honorable court having heard the parties on both sides, order the parties to make peace with each other and dismiss the case.

[25] The wife of Cleyn de Goyer, plaintiff, against Jan Gerrittsz van Marcken, defendant.

The plaintiff demands from the defendant an itemized account of his charges.

The defendant immediately delivers the account to the plaintiff before the court.

Gerrit Lansinger, plaintiff, against Barent Aelberts, defendant.

The plaintiff demands of the defendant fl.400 in beavers, being the last payment for a house sold to him.

The defendant admits that he owes the plaintiff 46 beavers and that he intended to pay him, but that on account of the slackness of the trade he was obliged to remain in default. If there happens to be any more trade, he will be glad to pay.

The plaintiff, if he is to be deprived of his money, claims interest according to custom.

The honorable court order the parties to settle with each other.

Laurens van Alen, plaintiff, against Evert Cornelisz, defendant.

The plaintiff demands of the defendant fl.80:12 by balance of accounts, in beavers.

The defendant says that the plaintiff's mother-in-law was paid by an account against the Company and that as far as he can see if she has not received that, it was her fault, as it was due to him.

The plaintiff produces an account of the Company, from which it appears that there is nothing due to the defendant and asks that he may receive the money attached in the hands of Jan Thomasz.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the sum of fl.80:12 in beavers demanded. The plaintiff is given permission to levy the money attached upon giving security and is also ordered to give security for the satisfaction of the judgment.

Geertruyt Jeronimus, plaintiff, against Tryntie Melgerts, defendant.

The plaintiff says that she requests an itemized account of the claims which by judgment she has been ordered to pay and that she has never had any itemized account of them.

The defendant answers that the plaintiff has already had an itemized account of them and declares that she has taken a just oath.

[26] The honorable court order the defendant to furnish the plaintiff with a complete account, which she immediately does before the court.

The honorable court having heard the parties on both sides and taken due notice of everything, confirm the previous judgment and order the plaintiff to satisfy the same accordingly.

Piter Loockermans, the younger, plaintiff, against Symon Volckertsz, defendant.

The plaintiff demands the sum of fl.52:15 in beavers.

The defendant admits the debt, except the two beavers of Pieter de Dansser, which he says he has not taken over and also says that he has some counter claims.

The honorable court order the parties to adjust and settle their accounts and make payment.

Volckie van Hoesem, plaintiff, against Symon, the baker, defendant.

The paintiff says that her little son served the defendant three years for board and clothing and that he has now come home very poorly fitted out. Also, that through the defendant's neglect he has got a lame arm, for which she demands reparation.

The defendant answers that the boy fell from his horse and that he did not think it would turn out that way and that the boy has worked since.

The honorable court order the defendant on the next court day to submit evidence that the boy worked since the date of the fall and in what way.

Herman van Gansevoort, plaintiff, against Sacharias Sickels, defendant.

The plaintiff demands of the defendant fl.64 in seawan.

The defendant admits the debt, but produces an account from which it appears that there is as much due to him from Eldert Gerberts, who was in partnership with the plaintiff.

The honorable court order the parties to have Eldert Gerberts ummoned to appear on the next court day.

Idem, plaintiff, against Huybert Jansz, defendant.

The plaintiff demands of the defendant fl.36 in seawan which he has caused to be attached in the hands of Dirck Theunisz and requests permission to levy the same.

The defendant admits the debt and promises to pay between now and May.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.36 demanded in seawan and give the plaintiff permission to levy the same upon Dirck Theunisz.

[27] He also requests permission to take the sleigh attached in the hands of old Cees,[1] upon condition of turning over to the defendant what the same upon appraisal by impartial persons shall be worth more than the amount of the note which he holds.

The honorable court: *fiat.*

Marcelis Jansz, plaintiff, against Jan Corneel, defendant.

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[1] Perhaps Cornelis Theunissen van Vechten, *alias* keesoom.

The plaintiff says that being on the river he shot a deer on the shore with buckshot, which, going into the water, was caught by the defendant, who kept it and would not give him any part of it. He therefore has placed an attachment upon it and demands restitution of it.

The defendant denies it and says that he did not see the plaintiff.

Jacob Salomonsz, plaintiff, against Gerrit van Nes, defendant.

The plaintiff says that he hired the defendant for one year to work for him and afterwards agreed to give him his freedom, provided he paid six schepels of wheat, of which he demands satisfaction.

The defendant denies it, saying that according to the agreement he must give six schepels of wheat for the remaining two months which he was to serve, but that then he was entitled to receive one hundred guilders in wages.

The honorable court order the parties each with the help of an arbitrator to settle their dispute.

Jocchum Wessels, appearing in court, complains that he has not received the account which Wynant Gerrittsz was ordered to furnish him.

Wynant Gerrittsz, being also summoned to appear, declares that he has tried to give him an authentic [copy of the] account.

The honorable court order the parties to get together and to compare the accounts and if they agree, [the plaintiff] must be satisfied with the authentic account.

[28] Extraordinary session, Saturday, November 28, 1668

Presentibus omnibus

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, being, on account of the bad and disturbed condition of the present time, hard pressed and unable to raise and provide the salaries of the servants of the church as well as of the members of the honorable court, who owing to the arrears [of taxes] can not get what is their due, therefore, their honors, in the name and by authority of his Royal Majesty of

Great Britain, being induced thereto by the great necessity of a supplementary contribution, have resolved and decided, as they resolve and decide hereby, to demand from the commonalty and [his Majesty's] good subjects, each according to his capacity, a voluntary contribution according to their discretion, hoping that they will in all respects be willing to consent thereto. Thus resolved.

It is also resolved to post a notice that every one must clean his chimneys and also to send to Schaenhechtede and Kinderhoeck the ordinance regarding the sealing of the schepel measures.

All inhabitants of Albany are hereby ordered to clean their chimneys within the space of eight days from the posting of this notice, in order to prevent accidents, under the penalty provided by the ordinance.

Ordinary session, Thursday, December 10, 1668

Presentibus omnibus
preter Jan Thomasz

Citations

The curators of the estate of Cornelis Bogardus, plaintiffs		Jaques Cornelisz
Piter, the Frenchman	2d default	Gerrit Theunisz
Anne Ketelhuysen	1st default	Piter Jansz
Lowies Cobes		Geertruyt Vosburch
Jaques Cornelisz		Jan van Marcken
	1st default	Bent Bagge
[29] Gerrit Swart, schout	1st default	Jan Clute Hendrick Koster Herman Rutgers Cersten Fredericxsz
	1st default	Jan van Eps
	1st default	Barent Jansz Robbert Sandersz Juriaen Theunisz
	1st default	Aelbert Andriesz

Messrs Philip Pitersz and Dirck van Schelluyne, in their capacity of curators of the estate of the late Cornelis Bogardus, plaintiffs, against Aques Cornelisz,[1] defendant.

The plaintiffs demand of the defendant fl.82 in beavers for goods obtained by him and his brother Martten Cornelisz from the late Bogardus, with costs.

The defendant says that he knows nothing about it.

The plaintiffs, replying, say that as the defendant was the heir of his brother's estate, they maintain that the aforesaid debt must be paid by him.

The defendant promises to pay the said sum of fl.82 in beavers to the plaintiffs in the space of three months.

The honorable court consequently condemn the defendant to pay the aforesaid sum of fl.82 in beavers according to his promise, with costs.

Dirck van Schelluyne exhibits to the honorable court a commission from the Right Honorable General Frans Lovelace, to exercise the office of notary public.[1]

The honorable court: *fiat* the commission *in pleno*, whereupon he has taken in court the usual oath of fidelity.

Lowies Cobes, secretary, as attorney for Hilletie Bronck, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant payment of the sum of 336 boards.

The honorable court order the parties to produce their evidence in the matter on the next court day.

[30] Grietie, wife of Aques Cornelisz, plaintiff, against Schout van Marcken, defendant.

The plaintiff demands of the defendant fl.91:19 stivers in seawan for wine and beer served at a party.

The defendant denies that he owes so much, but admits that he duly owes fl.60.

The honorable court having heard the parties on both sides order the plaintiff to produce further evidence on the next court

[1] Auke Cornelissen van Slyck.

[1] Cf. *Early Records of Albany*, 3:14.

day, or otherwise to defer the matter to the oath of one or the other [of the parties].

Aques Cornelisz presents a petition signed by Sander Leenderts, complaining that the community of Schaenhechtede weaken in their religious zeal in view of the fact that the schout, Van Marcken, taps on Sunday in the house of God, so that they are deprived of their services.

Van Marcken answers that not more than a half glass (*halfje*) was drunk at his house.

The honorable court order Schout Van Marcken to govern himself according to his previous commission[1] and forbid him to sell liquor by the quart (*by de hael kān*), unless Aques Cornelisz should happen to have no liquor.

Gerrart Swart, officer here, ex officio plaintiff against Jan Clute and Hendrick Koster, defendants.

The plaintiff demands of the defendants the fine according to the ordinance, because one of the defendants struck the other on the forehead with the butt end of a gun and wounded him.

Jan Clute denies that he wounded Hendrick Koster.

Hendrick Koster being asked by the honorable court how he happened to be wounded, answers that he does not know how he received his wound, nor with what instrument it was inflicted.

[31] Interrogatory for the examination in court of Hendrick Coster who, having answered, is to confirm his answers by oath.

First, how old he is and where born?

Answer: 32 years and born at Burckeloo.[2]

Secondly, whether last 23d of September, in the evening, he was not at the house of Jan Clute?

Answer: Yes, that he was there about that time.

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[1] See minutes of October 29, 1668.

[2] Borkelo, or Borculo, province of Gelderland, Netherlands.

Thirdly, whether Jan Clute did not strike him with the butt end of a gun, so that he had to go to the surgeon for it?

Answer: Yes, but does not know with what instrument.

Fourthly, what else happened?

Answer: Knows of nothing else.

Jan Clute being again called into the room and having the above interrogatory read to him by the honorable court and being asked whether he had any objection to make, answered, Yes, that Hendrick Koster struck him and that he had to defend himself.

The officer persists in his demand.

The honorable court order the parties to submit further evidence on the next court day.

Idem, plaintiff, against Robbert Sanders, defendant.

The plaintiff says that the defendant has spread a slanderous report that he has plotted with the defendant and received eleven beavers in fines of which he has not given any part to Captain Backer.[1]

The defendant answers that it is not true and that he has never thought of such a thing, but that it is true that he has paid fines to the plaintiff at different times amounting to nearly fl.50.

Idem, plaintiff, against Juriaen Theunisz, defendant.

The plaintiff demands of the defendant the sum of fl.30, according to his own bond and mortgage on account of Rhynier Pietersz.

The defendant acknowledges that he became surety for the satisfaction of the judgment, but not for the payment. Secondly, [he states] that the plaintiff has settled the matter without his knowledge and failed to warn him.

[32] The honorable court having heard the parties on both sides and examined the bond and the mortgage adjourn the case

[1] Captain John Baker, commander of the fort, appointed by Governor Nicolls, Sept. 25, 1665, as successor to Capt. John Manning. Instructions were issued to him in August 1668, for which see *Minutes of the Executive Council of the Province of New York*, 2:381–90.

until the arrival of Rhynier Pietersz in the spring and if he does not come at that time, the plaintiff may institute his suit against the defendant.

Volckie van Hoesem, plaintiff, against Symon Volckertsz, defendant.

Case according to the foregoing minutes. The plaintiff persists in her former demand.

The defendant presents an affidavit from which it appears that the boy worked after the date of his fall and as to the fitting out, he promises to give him a pair of underdrawers and a hat in the spring.

The honorable court order the defendant according to his promise to give the plaintiff a pair of underdrawers and a hat.

Jocchum Wessels, appearing in court, produces an authentic copy of an account showing that there is due to him fl.22 and fl.8 in beavers, which in the adjustment of accounts between arbitrators were not paid. He requests permission to deduct the amount.

The honorable court: *fiat.*

Wynant Gerrittsz, appearing in court, requests that the judgment against Jocchum, the baker, may take its course.

Mr Jan[1] being called into the room and being asked whether he saw the account in dispute before arbitrators, answers, Yes, and that in his school he also heard talk about board, but what the outcome of the matter was he does not know.

The honorable court having called the parties into the room and having asked Jocchum Wessels whether he would swear that the fl.22 and fl.8 in beavers in dispute were not covered in the settlement of accounts, answers: No.

Wynant Gerrittsz offers to take the oath as Jocchum Wessels does not wish to do so.

The honorable court, having heard the parties on both sides and taken everything into consideration, condemn the said

[1] Jan Juriaensen Becker, schoolmaster. See *Early Records of Albany*, 3:21.

Jocchum, baker, as they do condemn him hereby, in accordance with the former judgment and further dismiss the case.

[33] Theunis Tempelier, coming into court, gives notice of an attachment placed on 38 boards of Geertruyt Vosburch in the hands of Wynant Gerrittsz and asks that the same may be declared valid.

The honorable court: *fiat.*

Extraordinary session, December 29, 1668

Presentibus omnibus

preter Jan Thomasz

Lysbeth Brouwers, widow of the late Willem Brouwer, deceased, presents a petition praying for permission to renounce the estate and that she may receive the same favor and mercy as other oppressed persons.[1]

The honorable court give for apostil that they are aware of the petitioner's poor circumstances and grant her request, provided that she make a declaration that she is keeping nothing back, and that they will write to New York for the right honorable general's approval.

It is also resolved to send an Indian to New York as is customary and to apprise his honor of all the circumstances.

Ordinary session, Thursday, January 7, 1668/9

Presentibus omnibus

preter Jacob de Hinsse

Citations

Non comparuit Anne Ketelheym	2d default	Piter Jansz Teerb [osch?]
Cornelia van Schelluyne		Dirck Theunisz
Lowies Cobes	1st default	Geertruyt Vosburch
	1st default	Herman Bastiaensz
	1st default	Mees Hoogenboom
	1st default	Helmer Otten

[1] In August, 1668, the deacons of the Dutch Reformed Church at Albany paid fl.40:15 for the burial of Willem Brouwer and fl.5 to his widow. Munsell's *Collections*, 1:29.

Non comparuit Annetie Vedders	1st default	Jan de Wever
The Hon. Officer, G. Swart	2d default	Jan Helmsz Herman Rutgers Carsten Frederixsz

[34] Cornelia, the wife of Dirck van Schelluyne, plaintiff, against Dirck Theunisz, defendant.

The plaintiff demands of the defendant ½ mudde of wheat which her son Jan earned in driving the plow for the defendant.

The defendant says that he has not refused to pay, but that the wheat was not yet thrashed and that, as he was dunned hard, he had said that his [Jan's] brother Tiel[1] still owed him fl.12 for cherries which he had bought and received, maintaining that this should be credited against his account, as the plaintiff received the money of one child as well as of the other.

The plaintiff, replying, says that the cherries were picked by the defendant's wife and were given or sold to his [Tiel's] father and other people, which she undertakes to prove.

The honorable court order the parties to present proof thereof on the next court day.

Gerrart Swart, officer here, ex officio plaintiff, against Herman Rutgers, defendant.

The plaintiff demands of the defendant the fine according to the ordinance, as he struck Cersten[1] Fredericxsz without any reason.

The defendant demands proof.

The honorable court order the plaintiff to produce proof thereof on the next court day.

The schout of Schaenhechtede, appearing in court, requests that the person who by order of the honorable court was hired at Schaenhechtede to travel with the Jesuit to the Maquas's land for ten schepels of wheat may be paid out of such funds as the honorable court shall see fit.

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[1] Tielman van Schelluyne. See *Early Records of Albany*, 3:15.

[1] A variant form of Carsten, or Karsten, meaning Christiaen.

The honorable court order the inhabitants of Schaenhechtede to tender and pay the same.

Johannes Provoost, the farmer of the excise, appearing in court, requests that no whole-sale wine dealers be permitted to sell less than eight quarts of wine at a time, according to the printed ordinance, and that no wine or beer be allowed to be taken out or put into cellars except by one of the sworn beer carriers and that a notice to that effect may be posted.

[35] The honorable court promise the farmer to do all that is necessary for the proper maintenance of the ordinance and to have a notice posted to that effect.

The honorable magistrates of Albany, colony of Rensselearswyck and Schaenhechtede, having heard the complaint and remonstrance of the farmer of the excise that the brewers here frequently have beer transported and stored in cellars by others than the sworn beer carriers, likewise that the wine dealers retail and sell the wine in quantities of less than eight quarts at a time, which is directly contrary to the printed ordinances and placards issued for that purpose and from which consequently proceed great abuses, frauds and smuggling, to the serious prejudice and loss of the honorable court and the farmer of the excise; Therefore, their honors aforesaid, in the name and on behalf of his Royal Majesty of Great Britain, in order to prevent such abuses, frauds and smuggling, hereby expressly forbid and prohibit every one whom it may concern, be he brewer, wine dealer or other person, to have any wines or beer placed in cellars or removed without the assistance of one of the sworn beer carriers, whether directly or indirectly, under whatsoever pretext it may be. Furthermore, no wine dealers shall be allowed to sell less than eight quarts of wine at a time, under penalty of forfeiture for each violation of the fines mentioned in the aforesaid ordinances and the confiscation of the wine or beer. And to this end the beer carriers shall be notified to pay due attention to their duties. Thus done at the meeting of the aforesaid magistrates, in Albany, the 7th of January 1668/9.

[36] Ordinary session, Thursday, January 21, 1668/9

Presentibus, the honorable magistrates:

Jan Verbeeck
Mr Jacob
R. v. Renselaer
Martten Gerrittsz
Gerrart Swart, officer

Citations

Willem Nottingam		Jacob Jansz Flodder
Anne Ketelheym	1st default	Maes van Schaen [hechtede]
		Piter Jansz
Jacob Salomon		Gysbert Cornelisz
G. Swart, officer		Thys de Goyer
		Jan Helmsz
	2d default	Barent Jansz
	2d default	Jan van Eps
	1st default	Herman Rutgers
	1st default	Cersten Frederix
		Mr van Dyck
		Jacob Loockermans
		Jan Clute

Willem Nottingam, attorney for Isaac Bethloo, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant 255 merchantable boards, with the costs of the suit.

The defendant admits the debt and promises to pay in the spring at the first opportunity.

The honorable court condemn the defendant to pay the plaintiff the 255 boards demanded according to his promise, with the costs of the suit, on pain of execution.

Anne Ketelheym, plaintiff, against Piter Jansz, defendant.

The plaintiff demands of the defendant by balance of account for wines delivered fl.86:10 in seawan.

The defendant produces a counter claim in the sum of fl.192.

The plaintiff says that the tar, for which the defendant charges her fl.50 the barrel, was not sold to her for more than fl.45. Furthermore, that he has adulterated his tar.

The honorable court having heard the parties on both sides order the plaintiff to produce proof on the next court day.

[37] Jacob Salomonsz, plaintiff, against Gysbert Cornelisz, defendant.

The plaintiff demands of the defendant six beavers for a wagon.

The defendant denies that he promised beavers, [saying that he promised to give] six *muddes* of wheat in payment.

The plaintiff, in reply, offers to produce proof.

The honorable court having heard the parties on both sides order the plaintiff to bring proof on the next court day.

The honorable officer, plaintiff, against Jan Helmsz, defendant.

The plaintiff demands of the defendant the customary fine for having ill-treated the wife of Thys Evertsz and beaten and struck her, and exhibits the testimony of one witness.

The defendant produces an affidavit signed by three witnesses, whereby he shows his innocence.

The plaintiff asks that the defendant's deponents shall be required to confirm their testimony by oath on the next court day.

The honorable court: *fiat;* or else that the parties shall meanwhile compromise with each other.

Idem, plaintiff, against Mr Cornelis and Jacob Loockermans, defendants.

The plaintiff says that he has caused these persons to be cited to give testimony to the truth that they saw Herman Rutgers beat Cersten Fredericxsz and that he called him a thief.

The defendants deny that they saw this, stating that they heard some noise, but did not know what the matter was.

The honorable court order the plaintiff to present further evidence on the next court day.

Idem, plaintiff, against Jan Clute, defendant.

The plaintiff demands of the defendant fl.11, which he came short [38] on fl.63, and claims that the said money was obtained by the defendant's negro from Juriaen, the glazier.

The defendant says that he is not bound to pay it and that the negro is not at fault, offering to take an oath that the negro did not steal it. He says also that the plaintiff ought to have returned the money in full.

The plaintiff persists as above and demands his pay with costs.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.11 demanded, with costs, reserving the defendant's right of action against Juriaen Theunisz.

Wynant Gerrittsz, appearing in court, exhibits a written appraisal and judgment against him, together with various summons served by the court messenger on Geertruyt Vosburch with regard to the sawmill, belonging to them in company. He therefore requests that the aforesaid judgment may be executed, representing that the mill is subject to much wear and tear at his expense.

The honorable court having taken the matter into consideration order and decide that Wynant Gerrittsz is to appear again on the next court day, as the bench is at present not complete.

Ordinary session, Thursday, February 4, 1668/9

Presentibus, the following magistrates:

Mr Jacob
Jan Verbeeck
R. v. Rensselaer
Abraham Staas
G. Swart, officer

Citations

Piter Pitersz de Roode		Juffr. Curlers
Barent Meyndersz	1st default	Gerrit Theunisz
Jan Thymonsz	1st default	Gerrit Thonisz

Jan Juriaensz	1st default	Jan Helmsz
		Dirck van Schelluyne
Jacob Sandersz Glen	1st default	Jan Martensz
	1st default	Jacob Jansz Flodder
Jacob Salomonsz		Gysbert Cornelisz
Anne Ketelheym		Piter Jansz

[39] Piter Pitersz de Roode, plaintiff, against Juff^r. Anthonia van Curler, defendant.

The plaintiff demands of the defendant 80 schepels of wheat according to his account.

D. V. Schelluyne, as attorney for Juff^r. Curlers requests a copy of the account and his complaint.

The honorable court having heard the parties: *fiat* the copy, to answer the same on the next court day.

Jan Juriaensz Becker, in his capacity of attorney for Anthony Jansz, plaintiff, against D. V. Schelluyne, defendant.

The plaintiff demands of the defendant payment of fl.200 in seawan, according to his bond.

The defendant says that he is not bound to answer the plaintiff's complaint and will prove it. He offers to pay this winter into the hands of the honorable court.

The honorable court having heard the parties on both sides order the defendant to pay the fl.200 in seawan demanded according to his promise, before the sailing of the first vessels.

Jacob Salomonsz, plaintiff, against Gysbert Cornelisz, defendant.

Case according to the preceding minutes. The plaintiff produces a deposition of one witness.

The honorable court declare the deposition invalid and order the plaintiff to produce more satisfactory evidence.

Anne Ketelheym, plaintiff, against Piter Jansz, defendant.

Case according to the preceding minutes. The plaintiff produces testimony that the tar was adulterated. Also Jan Coneel and Kingh, who declare that he sold the tar at fl.45 the barrel.

The defendant requests that they swear to it.

The honorable court: *fiat.*

[40] Jan Coneel and Kingh having taken the oath, the defendant is ordered to pay the plaintiff fl.86:10, according to the account, with the costs of court, on the first of May next ensuing.

Wynant Gerrittsz, appearing in court, once more requests execution of the judgment according to the preceding minutes and that the mill may come into the possession of one party or the other.

The honorable court, having duly considered everything and examined the writings, adjudge and decide that the aforementioned judgment shall take effect; that the parties shall come together and settle with each other and, if they can not agree, that the mill in dispute shall be sold at public auction. All of which is to take place within eight days.

Lysbeth, the widow of Willem Brouwer, deceased, appearing in court, asks to receive and to know the honorable general's written answer to her petition, saying that she will gladly abandon and renounce her humble estate[1] to satisfy the creditors.

The honorable court order the honorable officer and the secretary to take an inventory of her effects, giving her time until the next court day to purge herself under oath that she has kept back nothing.

The secretary informs the honorable court that Sander Leenderts, magistrate, and authorized [agent] of Schaenhechtede, has before Mr Verbeeck and him granted to Schout Van Marcken and Piter Cornelisz Viele one lot and one plantation each as appears by the writing filed in the secretary's office, dated the 27th of January last.

This day, the 6th of February, in the presence of the honorable magistrates Mr Abraham and Mr Verbeeck, and of Gerrart Swart, officer, an inventory was taken of the effects of Lysbeth Brouwer, who thereupon took an oath that to her knowledge nothing had been kept back.

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[1] *haer aermoede;* literally, her poverty.

[41] Ordinary session, Thursday, February 18, 1668/9

Presentibus omnibus

Citations

Jan Thymonsz	2d default	Gerrit Theunisz
Mr Jan Becker	1st default	Piter de Dansser[1]
	2d default	Jan Helmsz
Jacob Sandersz Glen		Jacob Jansz Flodder
Jocchum Wessels		Dirckie Helms
Evert Jansz		Johannes de Wandelaer

Jocchum Wessels, baker, plaintiff, against Dirckie Helms, defendant.

The plaintiff demands of the defendant 9 beavers.

The defendant admits the debt, but says that she paid 1½ beavers in oat sheaves on account.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 9 beavers demanded, rejecting her exception, and this within the space of 14 days.

Evert Jansz, plaintiff, against Johannes de Wandelaer, defendant.

The plaintiff demands of the defendant the delivery of the house and offers to pay according to the contract, producing affidavits and documents to show the validity of the purchase.

The mother, appearing with her son, the defendant, answers that it is her house and that her son has no power to sell it.

The honorable court having heard the parties on both sides order the defendant's mother to prove on the next court day that it is her house.

Jacob Sandersz Glen, servant of the late Jan Bastiaensz,[2] plaintiff, against Jacob Jansz Flodder, defendant.

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[1] Apparently the same person as Pieter Pietersen Roode, or de Roode. De Dansser may mean "the dancer" or may indicate that the man came from Danzig.

[2] *Jan Bastiaensen van Cutsenhoven.*

[42] The plaintiff demands of the defendant fl.211:17, according to his bond, in beavers or in golden winter wheat, and in addition fl.157 interest, amounting together to fl.368:17.

The defendant says that he has a counter claim.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff according to his bond within the space of one month. Meanwhile, he may produce whatever counter claim he has that is valid.

Mr Jan Becker gives notice of an attachment placed on the money of Piter Roode in the hands of Juffrouw Curlers and requests that the same may be declared valid.

The honorable court: *fiat.*

Jan Rinckhout, appearing in court, presents an answer showing that he will be glad to make an exhibit to his children,[1] according to the custom of this country, being willing to bind his house as security. He also requests permission to use the estate for the benefit and profit of his household.

The honorable court having examined the documents authorize the secretary, with the petitioner and the guardians, to take an inventory of the effects and assets of the estate and to draw up an account of the debts, in order to have a clear balance, and after this has been done to make a report thereof to the honorable court.

Wynant Gerrittsz, appearing in court, requests that the use which he has had of the mill since the expiration of the contract may be appraised by the honorable court.

The honorable court adjudge and decide that the petitioner shall pay for the use of the mill since that time at the rate provided by the former contract.

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[1] *Dat hy gerne bewys aen syn kinderen wil doen;* meaning, that he will be glad to give in a "particular" of his wife's estate belonging to the children. He was then apparently about to marry his second wife, Elizabeth Drinckvelt, his first wife, Eva Jeurians, having died in or before September 1668. See Munsell's *Collections*, 1:29; *Early Records of Albany*, 3:182.

[43] Ordinary session, Thursday, March 4, 1668/9

Presentibus omnibus

preter Major Staas

Citations

Mr Jan Becker	2d default	Pieter de Dansser
	3d default	Jan Helmsz
Claes Bever	1st default	Eldert Gerbertsz
Evert Jansz		Johannes de Wandelaer
Claes Bever	1st default	Jan Cornelisz
Jan Jansz Bleecker	1st default	Meeuwes Hoogenboom
The honorable officer, G. Swart		Herman Rutgers Carsten, the smith

Evert Jansz, plaintiff, against Johannes de Wandelaer, defendant.

The plaintiff says and requests that the purchase of the house shall take effect.

The defendant in default.

The plaintiff says once more that the house sold to him belonged to the defendant, as will appear from the mortgage on the said house which the defendant gave to Jan Corneel. Therefore, he maintains that it was his house. On the other hand, he says that the defendant sold the house to some one else for a larger amount. He therefore refers to the purchase.

The honorable court adjudge and decide that the parties are to settle their dispute with the help of impartial arbitrators. They therefore request and authorize Jan Hendrick Bruyn and Mr Cornelis[1] to serve in the matter as mediators. If they can not agree, they are to report to the honorable court, whereupon judgment will be rendered in the case.

Gerrart Swart, officer here, ex officio plaintiff, against Herman Rutgers, defendant.

Gerrart Swart, officer here, ex officio plaintiff, against Herman

lections, 1:31, 34, 35.

The plaintiff says that he was ordered by the honorable court [44] to produce proof that the defendant beat Carsten, the smith. Having intended to prove this partly by witnesses and not having been able to secure these, he says that he can produce no better testimony than that of the deponent, Cersten Fredericxsz, who received the beating.

The defendant still denies the offense and refers to the testimony mentioned in the preceding minutes.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff eight guilders in seawan, with the costs of the trial.

The honorable court, having heard the arguments of the secretary and the schout about and on account of Barent Arentsz Ackerstaft, adjudge and decide that the attachment placed by the schout on the money of the said Ackerstaft is null and void and that the said money shall be returned to the said Ackerstaft, reserving the officer's right to bring an action against the defendant if he sees fit.

The secretary shows the agreement, dated the 24th of February, made between Jan Rinckhout and the guardians. The honorable court approve the same, on condition that Jan Rinckhout shall take over and be responsible for all the debts and afterwards not charge the children anything for them.

Ordinary session, Thursday, March 18, 1668/9

Presentibus omnibus

dem[p]tis:
Major Staas
Master Jacob

Citations

Claes Bever	2d default	Elbert Gerbertsz
	2d default	Jan Cornelisz
Jan Thymensz	3d default	Gerrit Thonisz
Adriaen Dirricxsz	1st default	Willem Neefies
Mr Jan Becker	3d default	Piter Roode

Meeuwes Hoogenboom	1st default	Theunis Cornelisz Gerrit Thonisz
The officer	1st default	Hans Crosie Jan de Wandelaer
	1st default	Henrick Lansingh

[45] The court messenger is ordered to go to Gerrit Slichtenhorst's wife's house and to ask her whether she will be satisfied with and accept in payment Anthony Jansz' assignment of a note payable by Dirck van Schelluyne and to make a report and return thereof to the honorable court. If the wife of Slichtenhorst will not accept this, he, Dirck van Schelluyne, is once more ordered and condemned to make payment to the wife of Anthony Jansz, who is now present here, but not to deposit the money with the honorable court, and to pay the costs of the suit, on pain of execution.

The wife of Jan Thymensz, plaintiff, against Gerrit Theunisz, defendant.

The plaintiff demands of the defendant six schepels of wheat. The defendant's third default.

The honorable court declare the defendant *contumax* and not entitled to any further exceptions, defense or excuses and therefore condemn him to pay the plaintiff the six schepels of wheat demanded with the costs of the judicial proceedings.

Mr Jan Becker, attorney for Anthony Jansz, plaintiff, against Piter Roode, defendant.

The plaintiff demands of the defendant the sum of fl.201:12 in seawan and two beavers, with costs.

Defendant's third default.

The honorable court declare the defendant *contumax* and deprived of all further exceptions, defense and excuses and therefore condemn him to pay the plaintiff the sum fl.201:12 in seawan demanded and two beavers, with costs.

Meeuwes Pitersz, plaintiff, against Theunis Cornelisz, *Jong pointie*,[1] defendant.

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[1] Theunis Cornelissen van Vechten, *alias* Jonge Poentie. See *Van Rensselaer Bowier Mss.*, p. 815

The plaintiff demands of the defendant eight schepels of wheat.

The defendant says that he owes only seven schepels of wheat and that the plaintiff owes him three days' work. He also demands restitution of a new ladder, 31 feet long, loaned to the plaintiff, and requests that the [three] days' work be deducted from the account.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the eight schepels of wheat demanded and order the plaintiff to work three days for the defendant and to return the borrowed ladder. No payment is to be made until the plaintiff shall likewise have made satisfaction, [within a period] which is fixed by the honorable court at 14 days.

[46] Adriaen Dirricxsz de Vries, appearing in court, asks that he may receive fl.36 in seawan out of the estate of Jan Reyersz, deceased, earned by him in working and exercizing supervision, while Jan Reyersz, deceased, was wounded.

The honorable court adjudge and are of opinion that the said Adriaen Dirricxsz de Vries is entitled to have preference [over other creditors]; therefore, the curators of the said estate are ordered to pay him the fl.36 in seawan demanded.

Martten Gerrittsz, associate member of the court,[1] requests that an attachment placed on the scow of Jacob, the brewer, may be declared valid.

The honorable court: *fiat.*

Wynant Gerrittsz, appearing in court, requests that he may be relieved of the boards lying near the mill ready for payment of Geertruyt Vosburch, as the same may spoil during the coming warm season.

The honorable court defer the matter until the arrival of Geertruyt Vosburch.

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[1] *Collegiant ende Raetsvrunt.*

Ordinary session, Thursday, April 1, 1669

Presentibus, the following magistrates:

R. V. Rensselaer
Mr Jacob de Hinsse
Jan Verbeeck
The Honorable Schout Swart

Citations

Jan Jansz Bleecker	2d default	Meeuwes Hoogenboom
Non comparuit Meeuwes Hoogenboom	1st default	Gerrit Theunisz
Non comparuit Adriaen Dirricxsz Vries		Willem Piters
Wynant Gerrittsz	1st default	Theunis Cornelisz
Gerrart Swart, officer	1st default	Jan Thysz
	2d default	Hendrick Lansing

Jan Cornelisz, appearing in court, requests the honorable court to order Eldert Gerbertsz to exchange accounts with him before two referees.

The honorable court: *fiat*, and order Eldert Gerbertsz to exchange accounts before two referees.

The wife of Wynant Gerrittsz, appearing in court, requests that the boards lying near the mill intended for [47] the payment of Geertruyt Vosburch, which are in her way, may be removed to the strand.

The honorable court grants her request.

Aernhout Cornelisz, appearing in court, desires to receive the rent due for the cellar of Arent Jansz and requests permission to sell the same at public auction, by virtue of the special mortgage which he holds on the same, in order to satisfy himself as far as the proceeds will allow and to recover the remaining part in Holland as best he may.

The honorable court having asked Mr Jan Becker, attorney for Arent Jansz, whether he can consent to the sale of the cellar

according to the request of Aernhout Cornelisz, he answers that he can not agree to it, maintaining that Aernhout Cornelisz must recover his money from the orphanmasters.

The honorable court, having carefully investigated the matter and duly considered everything, adjudge that Aernhout Cornelisz may proceed with the sale of the aforesaid cellar and take the proceeds, on condition of giving security therefor.

Extraordinary session, Monday, April 18, 1669

Presentibus omnibus

demto Jan Thomasz

Mr Ryckaert van Rensselaer has by lot drawn the name of Hendrick Bries to be precentor of the church.

Martten Gerrittsz nominates Jacob Joosten.

Schout G. Swart, [acting] for Magistrate Jan Thomasz, has by lot drawn the name of Hendrick Roosenboom to be precentor as above.

Major Abraham Staets [has] by lot [drawn] Hendrick Roosenboom.

[48] Jan Verbeeck nominates Hendrick Roosenboom.

Mr Jacob nominates Jacob Joosten.

By plurality of votes of the honorable magistrates, Hendrick Roosenboom is found to have been elected and is therefore appointed to the office of reader, precentor and the duties appertaining thereto.

Ordinary session, Thursday, April 1, 1669

Presentibus omnibus

demtis

Major Staas

Martten Gerrittsz

Citations

Volckert Jansz

Adriaen Dirricxsz Vries

Capt. Backer

Tryntie Melgerts

Jan Martensz

Willem Pitersz

Jan Thysz

Theunis Cornelisz

Lowies Cobes	1st default	Geertruyt Vosburch
D. V. Schelluyne		Eldert Gerbertsz
Gerrart Swart, officer		Jan Thysz
		Jan Jacobsz
		Gabriel Thomasz
		Melgert Wynantsz

Volckert Jansz and Jan Thomasz, plaintiffs, against Dirckie Herms, defendant.

The plaintiffs say that the defendant has gone to Kinderhoeck and used their horses there and has not returned them on time according to the contract. Furthermore, that she has not carried out her contract and has left her place without their knowledge. They also demand fulfilment of a contract dated June 4, 1668, regarding the delivery in complete condition of the house, barn, etc., and also, according to another contract, dated February 28, 1669, 60 schepels of oats to be delivered in the month of May.

They also demand a calf according to contract and request that she shall pay them according to the contracts and surety bonds for the payment before she departs from here, and that the attachment against her shall take effect, all on payment of costs by the party against whom judgment shall be given.

The defendant answers that she does not owe a calf, as another has taken its place and that she delivers five hogs [49] instead of four in order to settle everything. Also, that she is willing to deliver the house ready before the harvest, according to the contract, and further to deliver up all that she received. She also offers to prove by four witnesses that Volckert gave her time until the fall to deliver the 60 schepels of oats.

The honorable court having heard the parties on both sides refer them to referees, inviting and authorizing thereto Eldert Gerbertsz and Gysbert van den Berch, to serve in the case as mediators. Meanwhile, the attachment [placed on the property] remains valid until this case is settled and the delivery of the increase must take place according to the contract. And in case the parties can not come to any agreement in the matter, [the

referees] are to report to the honorable court, in order that judgment may be rendered, all subject to the payment of costs by the party who shall be found to be in the wrong.

Lowies Cobes, secretary, attorney for Adriaen Dirricxsz, plaintiff, against Willem Pietersz Slyck, defendant.

The plaintiff demands of the defendant fl.60 in seawan, being the balance of the purchase price of a plantation.

The defendant answers that he has paid.

The honorable court order the defendant to render an account to the secretary for the use of Adriaen Dirricxsz.

G. Swart, officer, [attorney] for Capt. Backer, plaintiff, against Jan Thysz, defendant.

The plaintiff demands of the defendant 12 schepels of wheat which he agreed to pay for his servant, Cornelis, according to a note [in the possession] of the plaintiff.

The defendant answers that he agreed to pay as much as he owed the servant, but that he ran away and that he owes him nothing.

The officer asks that he purge himself by oath that according to the said note he did not agree to pay.

The honorable court having heard the parties on both sides condemn the defendant to pay a mudde of wheat to the plaintiff, as he does not owe the said servant anything, reserving his right to recover the amount from the servant.

Idem, plaintiff, against Jan Thysz and Jan Jacobsz, defendants.

The plaintiff demands of the defendants the fines incurred by them for having wounded each other, according to the depositions thereof.

[50] Jan Thysz answers, demanding that the plaintiff produce eye witnesses to prove that he beat the servant and drew blood.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.25 in seawan, with costs.

Tryntie Melgerts, plaintiff, against Theunis Cornelisz, *jonge pointie*, defendant.

The plaintiff demands of the defendant according to the former judgment under date of September 13, 1661, two beavers and fl.11:13 in seawan according to his own confession and asks that the said judgment may be renewed and executed.

The defendant denies that he owes the sum and enters certain objections.

The honorable court having heard the parties on both sides condemn the defendant to pay and renew the former judgment.

D. V. Schelluyne, attorney for Claes Bever, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant 12½ beavers by virtue of an agreement and surety bond concerning the sale and delivery of a canoe to Cors Boutsz, deceased,[1] dated May 24, 1661, and this with the costs incurred. He also demands of the defendant payment of an account of fl.197, deducting some provisions received in fetching hop-vines.

The defendant answers that he made out the same only by way of memorandum and that he has never been called upon to satisfy the same and that at the time of its execution and long thereafter Cors Boutsz was sufficiently able to pay and should have been sued for it. Consequently, that he is not liable to pay the plaintiff.

The honorable court having heard the parties on both sides discharge the defendant from liability to the plaintiff, except the account of fl.197, and authorize Claes Bever to find out whether any property was left by Cors Boutsz.

As to the account of fl.197, the defendant answers that the first item, amounting to fl.75, arises from the brewery and that he has to pay only half of it, the other half being due by Herman Bambous[1] and Jan Cornelisz.

The honorable court adjudge that the fl.75 shall be deducted from the plaintiff's account in the brewery books.

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[1] Cf. *Early Records of Albany*, 1:210; 3:43.

[1] Harmen Jacobsen Bamboes. He was shot by an Indian at the Esopus in 1658. See *Doc. rel. to Col. Hist. N. Y.*, 13:140.

As to the second item, concerning the fetching of the hop-vines, amounting to fl.42, he answers that he completely [51] settled accounts with him and that he was indebted to him in the sum of one beaver and fl.3 in seawan, which beaver he has made over to him by an order on Gysbert Cornelisz at Kinderhoeck.

The honorable court having heard the parties on both sides as well as the information of their fellow magistrate Jan Thomasz, who heard Claes Bever admit before the court that Eldert owed him no more than fl.3 in seawan, the plaintiff's demand against the defendant is dismissed.

The officer, plaintiff, against Gabriel Thomasz and Melgert Wynants, defendants.

The plaintiff demands of the defendants, for beating each other, the fines provided by the ordinance.

The honorable court having heard the parties on both sides condemn the defendants, according to their offer, to pay the plaintiff eight guilders each, with costs.

Magister Jacobus Fabricius, Lutheran minister,[1] is summoned to appear before the court to exhibit his license, the honorable court being surprised that he did not exhibit the same before holding his first service, last Sunday. He gives for answer that he does not intend to exhibit his license before the honorable court, but is willing to show it privately in his home.

Ordinary session, Thursday, May 13, 1669

Presentibus omnibus demtis

Major Staas *et* Martten Gerrittsz

Citations

Jan Thomasz and Volckert Jansz	Jan Thysz
Cornelis Theunisz	Jan Nack
Hilletie Bronck	Geertruyt Vosburgh
Jan Rinckout	Jan Koster

[1] About him, see *Minutes of the Executive Council of the Province of New York*, 1:94–95, note. The order for his suspension, dated April 11, 1670, is printed in Munsell's *Annals*, 4:13–14.

[52] Volckert Jansz, plaintiff, against Jan Thysz, defendant.

The plaintiff demands of the defendant payment of fl.43:10, in beavers' value and also fl.90 in seawan, due to him and Jan Thomasz[1] in company, deducting what has been paid on the fl.90, the matter having been referred to Mr Abraham Staas and Jacob Schermerhorn, referees, as shown by the minutes of February 15/25, 1666, but never carried into effect. He therefore requests payment with the costs of the suit.

The defendant answers that the debt was contracted and paid by his predecessor and that he owes nothing.

The honorable court having called the plaintiff into the room and asked him whether he was willing to swear that the account was honestly due to him, he answers: Yes.

John Thysz being also called to come in and being told that on account of the doubtful character of the matter the issue should be deferred to the oath of the plaintiff, he asks that their honors may be pleased to dispose of the matter promptly. He states that Jan Wittmont[2] to this day says that he, the defendant, does not owe his predecessor in the brewery anything, but he is willing to pay if the plaintiff takes the oath according to his offer.

The plaintiff takes the oath and demands payment with costs. Accordingly, the defendant is ordered to pay the sum demanded with the costs of the suit.

Jan Thysz, plaintiff in reconvention, against Jan Thomasz, defendant.

The plaintiff demands of the defendant three beavers, two beavers for hire of a horse and one beaver for a bridle.

The defendant submits the matter to the oath of the plaintiff.

The plaintiff takes the oath, hence the defendant is condemned to pay the plaintiff the said three beavers.

Cornelis Theunisz, plaintiff, against Jan Nack, defendant.

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[1] Jan Thomassen Whitbeck, from Wittbeck, in Holstein. *Early Records of Albany*, 2:15.

[2] Apparently meaning Jan Wittbeck, or Whitbeck, the words *mont* and *beck* being synonymous. Cf. *Early Records of Albany*, 1:41.

The plaintiff demands of the defendant payment of 5 beavers and one otter for a cow and produces an affidavit that the said cow was sound on Monday and ate alongside of other cows.

[53] The defendant answers that the plaintiff agreed to put the said cow on his land at once and to [have him] keep her until she had calved, for which he was to receive the calf, provided that the cow was to be well and sound. According to the plaintiff's assertion she jumped, but from the plaintiff's confession it appears that she had to be lifted. He therefore maintains that he is not liable to pay the damages demanded.

The honorable court having heard the parties on both sides refer them to referees, namely, Mr Philip Schuyler and Volckert Jansz, who are invited and authorized to serve as mediators in the matter, and if they can not come to any agreement to report to the honorable court, for final disposition in the matter.

Hilleken Tyssen, widow of the late Piter Bronck, deceased, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant 336 boards pursuant and by virtue of the former judgment, which 336 boards have been attached in the hands of Wynant Gerrittsz, near the mill. She requests permission to levy upon the same.

The defendant answers in writing that an attachment on the boards to be given in payment was placed by order of the late Bronck and that the boards attached had floated away. She requests that the case be adjourned until the arrival of Andries, the smith, on the next court day.

The honorable court: *fiat*, the defendant being ordered on the next court day to produce sufficient proof, on pain of judgment by default.

Jan Rinckhout, plaintiff, against Jan Coster van Aecken, defendant.

The plaintiff demands of the defendant the sum of fl.76:13, Holland money, according to his own bond and obligation. He also says that he is indebted to Jan Thysz, who is about to depart for *Patria*. He requests therefore that the aforesaid obligation

may be assigned to Jan Thysz, to prevent his [being sued for] damages.

[54] The defendant answers that he does not owe anything here, but that his money is pledged as security in Holland and, on the other hand, that he has an account with the plaintiff's wife.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.76:13 Holland money sued for by assignment on Holland, or in beavers here, and this within the space of three times 24 hours, on pain of execution.

Tryntie Melgerts, appearing in court, exhibits a letter signed by Sweer Theunisz and Jan Jansz, who inspected the boards to be used in payment of Geertruyt Vosburch and who declare the same to be good and merchantable boards. The honorable court order Tryntie Melgerts to have the affidavit thereof made more satisfactory.

It is resolved that Helmer Otten shall be notified by the officer that he is not to marry in the Lutheran church until he has first been married before the magistrates of the honorable court here.[1]

Also, to grant Mr Adriaen van Ilpendam's petition or request with reference to his exercise of the notarial office, subject to the approval of the right honorable general.

It is also resolved to renew all former ordinances in general, regarding the selling of brandy, violating the Sabbath, removing obstructions from the streets, as well as ordering those who have built on the hill to fence in their lots and to dig ditches as far as their lots extend.

The 20th of May Sergeant Parker has upon his petition been granted permission to enlarge his lot by adding to its length 3½ rods of vacant land, of the same width as the lot, and to have the same entered on his groundbrief by the right honorable general.

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[1] *dat hy niet inde Luytersche Kercke en sal trouwen voor dat hy eerst voorde banck vanden E gerechte alhier getrout is.*

[55] Ordinary session, Thursday May 27, 1669

Presentibus omnibus

demtis

Jan Thomasz *et*
Martten Gerritsz

Citations

Adriaen Dirricxsz Vries		Willem Pitersz
Eldert Gerbertsz		Willem Martensz
		Laurens van Alen
Laurens van Alen		Willem Martensz
Jacob Glen		Geertruyt Vosburch
L. Cobes, secretary		Geertruyt Vosburch
Carsten Fredericxsz		Maritie Damen
Piter van Alen		Leendert Philipsen
Mr Jacob de Hinsse	1st default	Willem Bout
	1st default	Herman Bastiaensz
Gerrart Swart, officer	1st default	Jan Hendricxsz
		Herman Vedder
Mr Jeremias van Rensselaer	1st default	Dirck V. Schelluyne

Capt. Major Willet, appearing in court, says that he has orders from the right honorable general to examine the documents and proceedings in the matter of the sawmill between Geertruyt Vosburch and Wynant Gerrittsz, and this by virtue of the judgment of Mr de Laval, given in the presence of his honor and the magistrates of Albany, whereby it was ordered that the mill in dispute was to be appraised on the first of August, or as soon as it was convenient to those authorized thereto, etc.

And after inspection of the aforesaid respective documents, having taken everything into consideration, his honor confirms and approves all that has been adjudged and decided by the honorable court and concludes that all previous resolutions and

judgments in the matter aforesaid shall have their full force and effect.

Cerstiaen Fredericxsz, plaintiff, against Maritie Damen, defendant.

[56] The plaintiff says that he bought at one time a quantity of flint-steels from the defendant, for which he paid, but that nevertheless she demands payment for them, according to her account. According to his account, he claims from the defendant four beavers.

The defendant denies that she received any payment for the flint-steels and requests a copy of the bill for four beavers, in order to make answer to it on the next court day.

Adriaen Dirricxsz Vries, plaintiff, against Willem Pitersz, defendant.

Case as set forth in the preceding minutes. The plaintiff demands of the defendant fl.60 in seawan, being the balance of fl.400 on account of the purchase of a plantation, and also fl.9, which the payment in seawan was short.

The defendant exhibits an account showing that he paid fl.386 and states that the plaintiff lodged for 8 or 9 weeks at his house, which he submits to the consideration of the honorable court.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff fl.14 in seawan, with the costs of the suit, setting off the plaintiff's sojourn at the defendant's house against the claim for interest and long delay in payment.

Lowies Cobes, secretary, attorney for Hilletie Broncx, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands satisfactory proof according to the minutes of the preceding court day as to the defendant's claim.

The honorable court adjourns the case to the next court day and the arrival of Andries the Swede, to whom she refers, unless she take an oath that the boards in dispute were lying ready to be delivered in payment of Hilletie Bronck and that she does not know what has become of them.

Whereupon she took the oath. The honorable court therefore vacate the attachment placed upon the defendant's boards and condemn her to pay the costs of the suit, because she has kept the matter pending so long.

[57] Jacob Sandersz Glen, plaintiff, against Geertruyt Vosburch, defendant.

Case according to the foregoing minutes. The plaintiff still asks payment of fl.296 in beavers, arising from [the purchase of] goods and merchandise received from his deceased master and requests permission to take the boards attached in the hands of Wynant Gerrittsz in payment.

The defendant answers that this debt was left unpaid to be set off against what was due to her from Hans van Twiller,[1] as Jan Bastiaensz[2] and van Twiller lived together.

Mr Jeremias van Rensselaer appearing in court says that Hans van Twiller departed from here honestly, notices having been posted of his departure, so that she could have made him pay. Also, that the affairs of van Gutsenhoven, deceased, in no wise concern van Twiller, who himself is charged and credited on the books of said Gutsenhoven.

The honorable court having heard the parties on both sides condemn the defendant to pay the fl.296 in beavers demanded to the plaintiff, who may recover the amount out of the boards that are attached, saving the defendant's claim against Hans van Twiller, if she thinks she has any.

Mr Jeremias van Rensselaer, *arrestant* and plaintiff, against D. V. Schelluyne, *gearresteerde* and defendant. Default.

The plaintiff says that he has caused the person of D. V. Schelluyne to be arrested and cited by the court messenger and the schout, as appears from the written evidence thereof. And whereas he, Schelluyne, in violation of said [civil] arrest, has departed, the plaintiff asks for a certificate to that effect, in order

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[1] Jan van Twiller. See *Van Rensselaer Bowier Mss.*, p. 840.

[2] Jan Bastiaensen van Gutsenhoven, a relative of Jan van Twiller. He died in the colony of Rensselaerswyck in 1666 or 1667. See *Van Rensselaer Bowier Mss.*, p. 844.

to prosecute and continue his case in such manner as he may deem best.

The honorable court: *fiat*, a certificate in the usual form.

Volckert Jansz and Johannes Provoost, in their capacity of curators of the estate of Jan Reyersz, deceased. Whereas Ryck Rutgers claims from the said estate the sum of fl.400 in beavers, they request the honorable court to examine the said Rutgers and to investigate the said claim. The court having called the said Rutger before them, they ask him whether he is certain that this amount is due him and whether he will swear to it? Answers, Yes, and thereupon takes the oath. Therefore, [58] the curators are ordered to satisfy the said Rutgers on the same basis as the other creditors.

Johannes Provoost, appearing in court, requests that he may be authorized to settle the estate of Jan Andriesz, deceased, and that another curator may be appointed besides himself.

The honorable court grant the request and invite and authorize Master Adriaen[1] to help Provoost in settling said estate, *salvo salario*.

Eldert Gerbertsz Cruyff, plaintiff, against Willem Martensz and Laurens van Alen, defendants.

The plaintiff demands of the defendants fl.700 in seawan, less what has been paid on account, for which he has a special mortgage on Moer's half of the scow. He also demands to know the reason why Laurus van Alen has caused his money to be attached?

Willem Martensz Moer admits the debt.

And Laurus declares that there is due him out of the scow belonging to Moer and himself fl.236 in beavers and fl.398:13 in seawan, over and above his half or share, to wit, on account of his having paid that much more than Moer.

The honorable court having heard the parties on both sides adjudge that Laurens van Alen is entitled to his money and order

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[1] Adriaen Jansen van Ilpendam, notary public. For a sketch of his career, see *Early Records of Albany*, 3:15–18.

the parties to settle with each other if possible. If they can not agree, they are to report to the honorable court, in order that judgment in the matter may be given.

Piter van Alen, plaintiff, against Agniet, the wife of Leendert Phlipsen, defendant.

The plaintiff says that he hired the defendant's young son for one year and that the boy without reason ran away from the farm. He demands that the boy shall reenter his service, as he is much handicapped, it being in the plowing season.

The defendant answers that she hired out the boy subject to his being willing to stay.

The plaintiff replies that this is not true and that he asked the boy whether he wished to stay and that he answered: Yes.

The honorable court order the plaintiff to produce proof on the next court day that the boy agreed to serve out the year.

[59] The officer, G. Swart, plaintiff, against Herman Vedder, defendant.

The plaintiff says that the defendant has had packs of beavers in his house and he requests the fines for this offense.

The defendant calls for proof.

The honorable court order the plaintiff to produce proof thereof on the next court day.

Hendrick Roosenboom, precentor, appearing before the court, requests that he may have the benefit of the attic of the church, in the same way as his predecessor, Master Piter,[1] enjoyed the same, promising to keep everything in good order.

The honorable court grant the petitioner's request, provided that out of the emoluments and profits proceeding therefrom he must turn over one third to the honorable magistrates, he to have sole charge of the keys of the church, in order to tend to everything properly.

Sweer Theunisz, appearing before the court, together with the honorable officer, G. Swart, and Aernhout Cornelisz, in their

[1] Pieter Claerbout. *Early Records of Albany*, 1:65. In March 1666, Tunis Jacobsen paid 3 guilders rent for the attic of the church. See Deacons' accounts, in Munsell's *Collections*. 1:26.

capacity of guardians of the children of Jan Barentsz Wemp, deceased, requests permission to make an exhibit to the guardians of the children's paternal estate and to turn it over to them for their administration, to his discharge and the children's benefit.

The honorable court grant permission to make the exhibit and transfer of the property for the benefit of the aforesaid children.

Extraordinary session, Thursday, June 3, 1669

Presentibus: Capt. Major Willet
and the honorable magistrates,
demtis
Jan Thomasz *et*
Martten Gerrittsz

After deliberation it is resolved and decided to authorize the officer, G. Swart, to go to Schaenhechtede to request the inhabitants there whether they have an order [60] from the right honorable general permitting them to trade there, and in case they have, to show it to the officer. And in case they do not have any order, to ask them whose merchandise they have in their hands, and if they reply that it is their own merchandise, the officer shall cause them to purge themselves under oath.

Any merchandise found there belonging to others, the officer shall seize and bring back with them, making an inventory thereof.

The officer shall also demand the promised wheat for the payment of the [public] servants and stay there at their expense until they pay.

The inhabitants there shall be forbidden to trade with the Indians, on pain of forfeiting the sum of fl.100 for each contravention to be applied to the benefit of the officer and the poor, each to receive one fourth part, in regard to which the following placard is to be posted there:

Whereas the honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede have been informed by

divers complaints that the inhabitants of Schaenhechtede openly make it their business to trade with the Indians, directly contrary to the good intention of the right honorable general and tending to the considerable injury and detriment of this village of Albany, which has always been dependent on trade; Therefore, their honors, to prevent all complaint, are in duty bound hereby expressly to forbid all inhabitants from trading with the Indians, whether directly or indirectly, and those who shall act contrary hereto shall forfeit the sum of fl.100, to be applied to the benefit of the officer and the poor, one fourth part each. Thus done and ratified in Albany, the 3d of June 1669.

Ordinary session, Thursday, June 10, 1669

Presentibus, the honorable magistrates:

Mr Jacob de Hinsse and Mr R. V. Rensselaer
Mr Verbeeck
Schout Swart

[61] *Citations*

Non comparuit Lambert van Neck	1st default	Jacob Jansz Flodder
Carsten Fredericxsz		Maria Damen
Juffrouw Ebbinghs	1st default	Jaques Cornelisz
	1st default	Sander Leendertsz
	1st default	Andries Hansz
		Piter Quackenbos
		Jan Cornelisz Gou
Dirck Wessels		Theunis Verway
Mr Jacob de Hinsse		Herman Bastiaensz
Volckert Jansz	1st default	Dirckie Herms
Herman Rutgers	1st default	Herman Bastiaensz
Piter van Alen		Leendert Philipsen
Piter de Vlamingh		Willem Teller
The honorable officer		Jan Hendrincx V. Bael

Carsten Fredericxsz, plaintiff, against Maritie Damen, defendant.

Case according to preceding minutes. The defendant in default. The honorable court order the parties to appear with their accounts before the honorable court on the next court day, to have judgment rendered in the matter, if they can not agree.

Juffrouw Ebbinghs, plaintiff, against Piter Pitersz Quackenbos, defendant.

The plaintiff, by virtue of a bond, demands of the defendant fl.122 in beavers, fl.64 in good strung seawan and 10,000 brick for various goods received.

The wife of Piter Bont[1] appearing admits the debt, but says that the old farmer paid some money on account.

The plaintiff replying says that she knows nothing of it, that everything was settled except the bond.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.122 in beavers, fl.64 in seawan and 10,000 brick demanded, on pain of execution.

[62] Maritie Quackenbos, plaintiff *in reconventio*, against Juffrouw Ebbinghs, defendant *in conventio*.

The plaintiff demands of the defendant fl.100 in beavers for beer received from Monsr. Curler, which the defendant promised to pay Monsr. Curler but has not paid. Also two beavers to the old farmer, which are likewise unpaid.

The defendant answers that she will examine her books and if she finds the matter to be otherwise will lend her the helping hand to recover the money.

The honorable court having heard the parties on both sides order the defendant to examine her books and if she finds matters to be otherwise to help her, [the plaintiff], to recover the money according to her promise.

Juffrouw Ebbinghs, plaintiff, against Jan Cornelisz Vyselaer, defendant.

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[1] Pieter Quackenbos.

The plaintiff demands of the defendant for tiles received three beavers, by balance of account.

The defendant says that he has not received as many tiles as he is charged with in the account.

The honorable court having heard the parties on both sides order the plaintiff to examine her books and to submit further proof thereof to the court.

Dirck Wesselsz, plaintiff, against Theunis Verway, defendant.

The plaintiff says that he is being scandalously slandered and discredited with all people by the defendant, who says that he found him with the wife of Jan Vunhaegen under the cherry trees acting improperly.

The defendant denies it and says that he has named nobody.

The plaintiff replies and says that Mr de Hinse told it to him and that he takes him to be the man and [asks] that he shall say from whom he heard it.

Mr de Hinsse says that he heard it on the street and that the plaintiff should find out himself who the man was.

The honorable court having heard the parties on both sides put over the case to the next court day and order the officer meanwhile to draw up interrogatories to be answered by the defendant. They also order [63] the plaintiff to have the other persons whom he names and from whom he claims to have heard it to be summoned and that de Hinsse shall then likewise name his man, to see whether the statements agree.

Piter van Alen, plaintiff, against Agnietie Philipsen, defendant.

Case according to the preceding minutes. The plaintiff produces evidence pursuant to the order of the honorable court that the boy agreed to serve out the year with the plaintiff and that he admits it, and requests that the defendant shall be constrained to send back the boy, or else to substitute another in his place and further demands payment of costs.

The defendant answers that the head farmer ill-treats the boy and that she does not understand that he is to stay there against his will.

The honorable court having heard the parties on both sides order the defendant to have the boy serve out his year, in accordance with the testimony submitted, or else to substitute another in his place.

Hester Tuercx,[1] wife of Herman Bastiaensz, plaintiff, against Uldrick Kleyn, cowherd.

The plaintiff says that the defendant deliberately neglected her cow in the swamp and demands damages.

Baefje Piters, wife of Uldrick Kleyn,[2] appearing, says that it was not her husband's fault, but that the cow was a weak animal and was lying down on a clean patch of ground (*op een suyveren gront*). She also says that her husband gave notice of it and that he is not liable for damages.

The honorable court having heard the parties on both sides refer them to the overseers of the herded cattle (*opsienders vande hoedbeesten*), namely, Dirck Wessels and Hendrick Bries, who are authorized and requested to bring the parties together, if possible, and, if not, to report to the honorable court, to dispose of the matter at issue.

Piter Winnen, plaintiff, against Juffrouw Teller, defendant.

[64] The plaintiff demands of the defendant two beavers by balance of account for feeding her cattle, saying that instead of money he receives abusive treatment.

The defendant denies this, saying that the term has not yet

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[1] Hester Tiercks, or Tjercks.

[2] He was the cowherder of the village. See *Early Records of Albany*, 1:430–31. He seems to have died shortly after 1672. His wife afterwards married Jan Roeloffsen de Goyer. See *Early Records of Albany*, 3:262. Baefje Pieters is mentioned frequently in the Deacons' accounts, in Munsell's *Collections*, vol. 1, where the name Baefje is erroneously spelled Bassie and Basse.

expired and that the cattle have been brought back from there in very feeble condition.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff according to her offer.

G. Swart, schout, plaintiff, against Mr Jan van Bael, defendant.

The plaintiff demands of the defendant the fines according to the ordinance for having taken savages with packs into his house.

The defendant, answering, asks why he does not enjoy the same privileges as others who took in the preceding troops?

The honorable court having heard the parties on both sides adjourn the case until the next court day.

Idem, plaintiff, against Mr Jan van Bael, defendant.

The plaintiff says that the defendant called the savages and demands the fine provided against this.

The defendant denies it and demands proof.

The plaintiff offers to swear to it, or to leave it to the defendant to take an oath upon it, which the latter refuses to do.

Case also postponed to the next court day.

Master Adriaen[1] appearing before the court exhibits a license from the right honorable general to exercise the office of notary here at Albany and within the district thereof.

The honorable court: *fiat* [his] commission, *in pleno*, whereupon he has taken the oath of fidelity.

Jacob Sandersz, appearing in court, gives notice of an attachment placed upon all the boards of Geertruyt Vosburch in the hands of Wynant Gerrittsz and requests that the same may be declared valid.

The honorable court: *fiat.*

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[1] Adriaen Jansen van Ilpendam.

[65] Ordinary session, Thursday, June 24, 1669

Presentibus: The honorable magistrates and Capt. Willet
demtis
Jan Verbeeck and
Martten Gerrittsz

Citations

Volckert Jansz		Dirckie Hermsz
	1st default	Jan Gerrittsz
Carsten Fredericxsz		Maritie Damen
Herman Bastiaensz	1st default	Theunis Cornelisz Eldert Gerbertsz
Piter Hendricxsz		Eldert Gerbertsz
Eldert Gerberts		Dirckie Hermsz Andries Hansz
Jan Jansz Blycker		Johannes Witthart
Piter Quackenbos		Juffrouw Ebbinck
Jan Rinckhout		Jan Evertsz
Herman Bastiaensz		Baeffie Piters

Volckert Jansz, plaintiff, against Dirckie Hermsz, defendant.

The plaintiff demands of the defendant fulfilment of a contract dated April 30, 1669.

The defendant answers that the plaintiff's original writing does not agree with the copy and that the barn has been delivered.

The honorable court order the defendant to submit further proof on the next court day that the barn has been delivered.

Idem, plaintiff, against Dirckie Hermsz, defendant.

The plaintiff demands of the defendant 36 lbs of rope.

The defendant denies the debt.

The honorable court order the parties to produce evidence thereof on the next court day.

Carsten Fredericxsz, plaintiff, against Maritie Damen, defendant.

[66] The plaintiff demands of the defendant four beavers by balance of accounts.

The defendant produces a counter claim.

The honorable court having heard the parties on both sides refer them to referees, requesting and authorizing Monsr. R. v. Rensselaer and the honorable schout to mediate the matter aforesaid and if they can not agree to report to the honorable court.

Jan Jansz Bleecker, plaintiff, against Johannes Witthart, defendant.

The plaintiff demands of the defendant fl.800 Holland money, according to contract, and for 26 months' service after the expiration of his term 5 beavers per month.

The defendant answers that he does not owe any Holland money as the plaintiff earned his wages here. And as to the additional service, he maintains that he must be satisfied with the old wages. On the other hand, he demands an account and settlement and also reparation of damages, loss and injury, because the plaintiff moved away[1] without his consent.

The honorable court having heard the parties on both sides refer them to referees, requesting and authorizing Capt. Willet, Major Staas and Monsr. Ryckart van Rensselaer, their fellow members of the court (*raetsvrunden*), to mediate the matter in the presence of the secretary, if possible, and, if not, to report to the court for final judgment in the matter.

Herman Bastiaensz, plaintiff, against Eldert Gerberts, defendant.

The plaintiff demands of the defendant fl.64 for hauling logs.

The defendant answers that he paid the same to young Pointie,[2] who was one of the partners in the matter.

The honorable court having heard the parties on both sides order them to have young Pointie cited on the next court day, as the defendant says that he received the money.

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[1] *gedislogeert is;* literally, dislodged.

[2] Teunis Cornelissen van Vechten.

[67] Piter Hendricxsz, plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff demands of the defendant by balance of account of wages the sum of 33 beavers with the interest thereof, according to the bond.

The defendant admits the debt and says that he has caused others to be cited also and requests that they may be condemned also.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 33 beavers demanded within the space of three weeks, on pain of execution.

Eldert Gerbertsz, plaintiff, against Dirckie Hermsz, defendant.

The plaintiff demands of the defendant according to her account fl.337 in seawan.

The defendant says that she has a counter claim.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.337 in seawan demanded, less counter claims according to true account.

Idem, plaintiff, against Andries Hansz, defendant.

The plaintiff demands of the defendant fl.262:6 in seawan according to account.

The defendant admits the debt, but says that he can not pay it.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.262:6 demanded.

Piter Quackenbos, plaintiff, against Juffrouw Ebbinghs, defendant.

The plaintiff demands of the defendant satisfaction of fl.100 in beavers and two beavers, which have not been paid to Mons^{r}. Curler and the old farmer, in accordance with her promise.

[68] The defendant answers that she is not bound to pay and that the bond was executed long after the settlement of their accounts.

The plaintiff defers in the matter to the oath of the defendant and is willing to pay when required.

The honorable court, having heard the parties on both sides and taken everything into consideration, dismiss the plaintiff's suit and order the defendant to govern herself according to the former judgment and her promise to help the plaintiff by looking up her papers and books.

Lysbeth Rinckhout,[1] plaintiff, against Jan Evertsz, defendant.

The plaintiff demands an account from the defendant and says that the defendant seeks to deduct from her husband's account 1½ beavers, which Bent Bagge owes him.

The defendant answers that her son has not completed his term of service.

The plaintiff replies that the account between her and Jan Everts was adjusted before Mr Jan Becker and that there remained due to him from her fl.10 in seawan, provided that he must recover the 1½ beavers from Bent Bagge.

Mr Jan, being summoned to appear before the court about this matter, gives a circumstantial account, confirming the truth of the statement.

The honorable court having heard the parties on both sides condemn the defendant to satisfy the plaintiff's husband, Jan Rinckhout, saving the defendant's action against Bent Bagge. Meanwhile, the plaintiff remains bound to pay the defendant fl.10 in seawan.

Hester Bastiaens, plaintiff, against Baeffie Piters, defendant.

Case according to the foregoing minutes. The plaintiff demands of the defendant damages for her neglected cow.

The defendant appeals to Dirck Wessels, who, being called to appear before the court, affirms that it was a weak animal and that, when it was lying down, [69] notice was given to the plaintiff by the cowherd, but that no attention was paid to it.

The honorable court having heard the parties on both sides nonsuit the plaintiff and throw the case out of court.

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[1] Elizabeth Drinckvelt, the second wife of Jan Rinckhout. *Early Records of Albany*, 3:182.

Albert Andriesz Brat appearing in court says that he has caused an attachment to be placed on four beavers of Aeltie van Bremen, in the hands of Eldert Gerberts, and requests that the same may be declared valid.

The honorable court: *fiat.*

Theunis Slingerlant appearing in court requests by petition to have a lot on the hill.

The honorable court grant the petitioner the half of the lot adjoining the sergeant's.[1] Meanwhile, he may proceed to build and request a patent for the same from the right honorable general.

Domine Gideon Schaets, pastor in Albany, upon his request for enlargement of his lot on the hill, is likewise granted one half of a vacant lot, adjoining the lot of Theunis Slingerlant.

The officer complains that a sailor, being a Noorman, in disregard of an attachment against him, has lately left with the scow of Mother Drisius[2] and that now, from the report of Gemackelyck,[3] he learns that the said Noorman speaks evil words and makes villanous remarks about him. He therefore requests permission to place him under arrest for the sum [which he owes] and the fines provided in such case.

The honorable court: *fiat.*

The officer also requests assistance near the gates, to keep out the savages.

The honorable court authorize the officer to hire for that purpose Huybert Jansz and another man.

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[1] Sergeant William Parker?

[2] Elizabeth Grevenraedt, the wife of the Rev. Samuel Drisius. An abstract of her will, dated July 4, 1684, is in New York Historical Society, *Collections*, 25:150; 26:387.

[3] Pieter Adriaensen, *alias* Soogemackelyck.

[70] Ordinary session, Thursday, July 8, 1669

Presentibus toto Collegio

Citations

Jan Bruyns	1st default	Hendrick Vermeulen
Mr Jeremias van Rensselaer		Herman Gansevoort
Volckert Jansz and Jan Thomasz		Dirckie Hermsz
Volckert Jansz	2d default	Dirckie Hermsz Jan Gerrittsz
Ryck Claesz	1st default	Hendrick Marcelis
Herman Rutgers		Claes van Bockhoven
Piter Bont		Juffrouw Ebbinck
Wynant Gerrittsz		Maria Appel
Maria Appel		Lowies Cobes
The honorable officer		Jan van Bael
		Hendrick Cuyler
	1st default	Willem Nottingam
	1st default	Johannes de Wandelaer
	1st default	Hendrick Roosenboom
		Hans Hendricxsz
		Hendrick Bries
		Hans Dreper
		Evert Jansz
		Omy Lagrand
		Theunis Verway

Mr Jeremias van Rensselaer, plaintiff, against Herman van Gansevoort, defendant.

The plaintiff demands of the defendant fl.24 in beavers for made up bags[1] sold to him.

The defendant denies the debt and says that he got the bags for his master, Curler, and that they were to be charged to his account.

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[1] *gemaeckte sacken.*

The plaintiff, replying, says that this is not true, that he received the bags on his own account and that he promised to pay for them.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the fl.24 in beavers demanded, with the costs of court.

Volckert Jansz and Jan Thomasz, plaintiffs, against Dirckie Hermsz, defendant.

[71] Case according to preceding minutes. The plaintiff demands of the defendant fulfilment of a certain contract dated April 30, 1669.

The defendant answers that the barn was delivered and offers to prove it by witnesses.

Eldert Gerbertsz and Gysbert aenden Berch appearing in court say that in settling the business between Volckert Jansz and Dirckie Hermsz it was stipulated that Dirckie Hermsz was to deliver the barn roof and wall tight in the month of June of this year. Likewise, that she was to build up the gable of the house and that as far as they know everything has been delivered [in proper condition].

The honorable court having heard the parties on both sides as well as the witnesses, adjudge and decide that if the plaintiffs can prove that the barn was burned through the defendant's carelessness, she must make good the loss. If not, the plaintiffs must stand the loss, except that the defendant must reimburse them for the repairs according to the award of Eldert Gerbertsz and Gysbert vanden Berch, arbitrators, who viewed the same. Herewith the case is dismissed.

Herman Rutgers, plaintiff, against Claes van Boeckhoven, defendant.

The plaintiff demands of the defendant fl.43:10 in seawan, for goods received.

The defendant admits the debt and is willing to pay in grain. He also says that he has long ago been willing to deliver this to [the plaintiff], but that he would not accept it.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the requested fl.43:10 in seawan.

Volckert Jansz, plaintiff, against Dirckie Hermsz, defendant.

Case according to preceding minutes. The plaintiff demands of the defendant 36 lbs of rope for hemp received.

The defendant admits the debt and says that she paid 18 lbs on account and produces an account of her son payable by the plaintiff.

[72] The honorable court having heard the parties on both sides adjudge that the account of the defendant's son shall be set off against the plaintiff's claim and that the remainder due to him shall be paid in rope.

Piter Quackenbos, plaintiff, against Juffrouw Ebbinck, defendant.

The plaintiff says that he has satisfied the judgment against him and that he assigned to her his claim against Margriet Deckers. He now requests that the defendant swear that she did not agree to pay to Curler and the old farmer and produces an affidavit of the old farmer wherein he declares that the plaintiff told him 9 or 10 years ago that the defendant would pay him two beavers.

The defendant answers that she governs herself by the former judgment. As to the affidavit, this does not imply that she agreed to pay the old farmer.

The plaintiff, replying, persists in his demand and says that he has attached the moneys. He requests that they may remain here for his use or that the defendant take the oath, as above.

The honorable court having heard the parties on both sides adjudge and decide that the moneys shall be deposited with the court until the defendant has examined her papers and taken the oath that she did not agree to pay, or knows nothing about it.

Wynant Gerrittsz, plaintiff, against Maritie Appels, defendant.

The plaintiff demands of the defendant by balance of accounts two beavers for a tick-tack board (*tick tack bordt*).

The defendant answers that her husband furnished the boards (*plancken*) for it and produces a counter claim whereby she demands ten guilders in beavers.

The plaintiff, replying, says that he sold the board absolutely to her husband for five beavers and that he would allow him to deduct 1½ beavers for the boards and gives the defendant the privilege to confirm her allegations by oath, or offers to swear that he agreed with her husband as stated.

The defendant requests permission to send this replication to her husband and to await his answer thereto.

The honorable court: *fiat.*

[73] Maritie Appels, attorney for her brother, Piter Ryverdingh, plaintiff, against Ludovicus Cobes, defendant.

The plaintiff demands of the defendant fl.41 in beavers, according to his bond.

The defendant admits the debt, but says that after the execution of the bond he performed some services for Ryverdingh, for which he claims fl.12 in seawan, which at that time was worth as much as beavers.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff according to the bond fl.41 in beavers, deducting as much as is due to the defendant by just account.

Herman Rutgers, plaintiff, against Dirckie Hermsz, defendant.

The plaintiff demands of the defendant by balance of accounts the sum of fl.63 in seawan for beer received.

The defendant denies the debt.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.63 in seawan demanded, deducting counter claims according to just accounts.

Gerrart Swart, officer, plaintiff, against Monsr. van Bael.

Case according to preceding minutes. The plaintiff demands of the defendant the fine provided by ordinance because he received savages with their packs into his house.

The defendant answers that the abuses are the officer's fault, he [the defendant] having been misled by the fact that the plaintiff allowed the former troops to be accommodated in the houses. He therefore maintains that he is not liable.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the fine in the case provided by ordinance, with the costs of court.

[74] Idem, plaintiff, against Hans Hendricxsz,[1] defendant.

The plaintiff demands of the defendant the fine provided by ordinance, because he found a squaw with a pack and one beaver in his house.

The defendant admits that he had a squaw with a pack in his house, but says that he had ordered her to leave before the officer came.

The honorable court having heard the parties on both sides condemn the defendant to pay the fine according to the ordinance, with the costs of court.

Dirck Wessels, coming into court, produces testimony of Bessie Wouters who, appearing personally, says that Theunis Verway said to her that he would be willing to take an oath that the person of Dirck Wessels was not guilty of the slanderous accusations which were scattered through the entire village, namely, that he had had carnal conversation with the wife of Jan Vunhaegen.

Theunis Verway being asked by the honorable court whether he was willing to swear to it, answered: Yes. And he thereupon took the oath before the full court.

There was read in court a letter from Schout Beeckman,[2] dated July 4, whereby he requests maintenance of justice in regard to a crime committed in the Esopus by one Dirck Jansz, a journeyman weaver, who has fled.

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[1] Capt. Hans Hendricksen, a Lutheran. *Early Records of Albany*, 3:349.

[2] Willem Beeckman, commissioned schout in the Esopus, July 4, 1664. See *Docts. rel. to Col. Hist. N. Y.*, 13:385.

The officer is authorized to take cognizance thereof.

Wynant Gerrittsz, appearing, says that the first payment for the mill is lying ready and requests permission to deduct the expenses and the cost of the rack and pinion, and of the improvements.

The honorable court order the petitioner to govern himself according to his papers.

[75] Extraordinary session, Sunday afteronon, August 1, 1669

Mr William Paterson, appearing in court, complains of assault and battery committed against him by Capt. Backer on the 31st of July, between 9 and 10 in the evening, and requests judgment in the matter and maintenance of justice by the civil courts.[1]

The honorable court order and direct Mr Paterson to get ready the evidence and testimony and to submit the same to the honorable court to be sent to the right honorable general.

Extraordinary session, Wednesday, August 4, 1669

Presentibus omnibus

demtis

Jan Thomasz *et*
Martten Gerrittsz

Dirck Smit, plaintiff, against Claes Lock, defendant.

The plaintiff says that Claes Lock hired him and his yacht and loaded the same, which cargo he unloaded here at Albany as he had received it according to the bill of lading at New York, but that the defendant deducts 4 beavers. He demands payment of the same, with costs.

The defendant answers that the wife of Gerrit Bancken deducts 4 beavers from his account for 24 yards of haircloth which she found missing and which were in the plaintiff's yacht. He maintains that the plaintiff must explain what has become of them.

[1] Cf. *Minutes of the Executive Council*, 1:50–51, note.

The wife of Gerrit Bancken appearing also says that she misses the 24 yards of haircloth and has received another piece of cloth in its place. She presents an affidavit showing that the same were in the boat of Dirck Smit and says further that she must have what belongs to her as she has to pay the freight.

Goossen Gerrittsz, being also summoned, says that he has his own haircloth and that he has no doubt about it, as it corresponds to the number of yards which he bought in Holland. He offers to swear to it.

[76] Monsr. van Bael, witness, says also that he received no other haircloth than that which belongs to him and offers to confirm under oath that he sold to other people no more than he indicates, and that, with what is still in his house, it will be found to agree with the number of yards bought and paid for in Holland according to the invoice. As to what he delivered to Jacob Kip, inquiry regarding it may be made. It will be found to differ but one or two yards. He thereupon took the oath.

The wife of Gerrit Bancken being asked whether she is willing to declare that it was her own haircloth which she had Herman Vedder roll up on the dock at New York; that she bought and paid for 44 yards in Holland and that the same was separated from the duffels on the dock and made into a roll and that it is not her haircloth which she received, answers: Yes.

Dirck Smit and his helper, Jan Evertsz, declare that the goods which they took on board, according to the bill of lading, they again delivered without fault and that they took nothing out of it, directly or indirectly. They thereupon took the oath.

The honorable court having heard the parties on both sides, duly considered and examined everything and taken the testimony of the parties and witnesses under oath, find that Goossen Gerrittsz and van Bael have what belongs to them and no more and that the plaintiff and his helper swear to it that they have neither directly nor indirectly diminished the goods entered on the bill of lading, but delivered everything. They therefore condemn the defendant to pay the plaintiff the four beavers demanded, together with the costs of the suit.

[77] Ordinary session, Thursday, September 2, 1669

Presentibus omnibus
demtis
Mr Abraham *et*
Jan Thomasz

Citations

Non comparuit Volckert Jansz		Jan Gerrittsz
Jacob Thysz		Jacob Salomonsz
Jan Bruyn	2d default	Hendrick Vermeulen
Jan Oethout	1st default	Marcelis Jansz
Laurens van Alen		Mother Drisius
Jannetie de brouwster[1]	1st default	Aelbert Andriesz
The honorable officer		Willem Nottingam
	1st default	Johannes Wand[elaer]
	1st default	Jan Jansz Bleecker
	1st default	Dirck Hesselingh
	1st default	Helmer Otten
		Barent Pitersz
		Jacob Heven
	1st default	Hendrick Vermeulen
	1st default	Antie Kuyler
		Jocchum Wessels
	1st default	Barent Aelberts

The honorable officer, Gerrart Swart, requests that the person of van Marcken, schout of Schaenhechtede, give information to the effect that Jan de Goyer at Schaenhechtede stole 1½ beavers out of the chest of Jan Pap. Which [said van Marcken] said Yes, that Jan de Goyer did so and, what is more, that Jan Pap stole them again from the savages.

The honorable court order the honorable officers to have them cited to appear on the next court day and to procure trustworthy testimony concerning the matter.

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[1] Literally: Jannetie, the breweress.

Schout van Marcken complains that Bastiaen Piters, negro, residing with Juffrouw Curlers, has without his knowledge dared to transport himself to the Maquas' land, in order to obtain help for the Maquas who were at Schaenhechtede and that he received some compensation for this. All of which might create a very grave danger, as the Christians ought to keep out of [78] the doings of the savages. He therefore demands confiscation of the wages stipulated for this purpose and asks permission to attach the moneys of said negro in the hands of Juffrouw Curlers.

The honorable court grant the petitioner permission to attach the said negro's money and to have him cited to appear on the next court day.

The honorable court also allow Schout van Marcken the pound money (*schutgelt*), according to the contents of the memorandum.

Consent is also given to Schout van Marcken's request that each of the inhabitants there shall in turn be required to fetch the minister or to perform some other service for the welfare of the country. And in case he fails or neglects to do so, the schout shall hire another person at his expense.

Furthermore, Mr van Marcken is authorized to have the block-house erected there completed effectually.

Jacob Thysz van der Heyden, plaintiff, against Catelyn Adams, defendant.

The plaintiff demands of the defendant for passage, food and drink for herself and her husband the sum of fl.44:10 in seawan.

The defendant admits the indebtedness for the passage, as is reasonable, according to custom, but denies that she owes for her board, as she supplied the food, and offers to prove it.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.32:10 for passage, in seawan, and deny the further claims of the parties, both as to hay and board.

Hendrickie Oethouts, appearing, says that she has had an attachment placed on the money of Marcelis Jansz in the hands

of Cornelis Theunisz and requests that the attachment may be declared valid.

The honorable court: *fiat* and declares the same valid.

[79] Laurens van Alen, plaintiff and *arrestant*, against Moeder Drisius,[1] defendant and *gearresteerde*.

The plaintiff demands of the defendant fl.370 in seawan, being the remainder due for the scow sold to her.

The defendant fails to appear, but delivers a written answer whereby she admits the debt and offers to pay in merchandise. She protests against the attachment and the loss suffered on account of it.

The honorable court adjudge that Laurens van Alen, plaintiff, ought to have prosecuted his case and attachment in due time and that in view of this neglect the plaintiff must wait until the defendant's return, or else look to some property belonging to her to recover the amount.

The honorable officer, G. Swart, plaintiff, against Willem Nottingam, defendant.

The plaintiff demands of the defendant the fine provided by ordinance for having on the 18th of May taken savages with packs into his house, for which he fined him.

The defendant answers that the savages entered his house by force and that he let them out again, with packs and all, without having bartered a single beaver. He offers to swear to this.

Idem, plaintiff, against Jacob Heven, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having taken the canoe of Barent Piters from the shore, about which he made a complaint.

The defendant's wife appearing offers in writing to make compensation for the unlawful use of the canoe.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff for the use of the canoe fl.1 a day, for the benefit of the owner, and fl.12 to the officer, for the unlawful taking of the canoe.

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[1] Mother Drisius, the wife of the Rev. Samuel Drisius.

[80] Idem, plaintiff, against Jocchum Wessels, defendant.

The plaintiff demands of the defendant the statutory fine for having provided lodgings for savages in the evening after the ringing of the bell and during the night to six more.

The defendant admits that he gave lodgings to two old men, without profit, but knows nothing of the six others.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff according to the ordinance for the two savages. As to the other six savages, his complaint is dismissed.

Idem, plaintiff, against Jocchum Wessels, defendant.

The plaintiff demands the fine incurred according to the ordinance for having baked on a Sunday morning.

The defendant pleads guilty.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.12 in seawan.

The court messenger, Jacob Sandersz, gives notice of an attachment placed by him on the money of Hans the Noorman in the hands of the officer and requests that the same may be declared valid.

The honorable court: *fiat.*

Margriet Hardenbroeck binds and obligates herself in the sum of 15 beavers for the payment of the tile and brick received on account of Piter Bont, [agreeing] to pay the same to Juffrouw Ebbincx as soon as she is ordered to do so.

The honorable court: *fiat* the offer.

It is resolved that Martten Gerritsz shall receive the wheat lying in the garret of Daniel Vervelen in part payment of his account, in consideration of the fact that there are enough goods left for the payment of the rent of Maritie Damen.

[81] The officer is ordered to pay attention to the drunken women who all day long roam along the streets and make a vile spectacle of themselves. He is to apprehend them and put them in the dungeon (*gat*), until they are sober and slept out, when they are to pay the costs.

It is also resolved to renew the ordinance against drinking at unseasonable hours of the night.

Mr Dyckman,[1] appearing, complains that his wife commits adultery with other men, and that she is with child, although for nine months he has not slept with her. He requests judgment in the matter.

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, having seriously considered the complaints about the abuses committed by all-night brawlers and their entertainment by the tavernkeepers, which is directly contrary to the good intention of the ordinances heretofore issued, and seeing that frequently no attention is paid to such offenders, who always know how to find some ingenious excuse to plead exemption from the fines, which gross, foul and enormous abuses are becoming so customary that in the end it will be impossible to discover [the guilty persons]; therefore, in order to prevent all such inconveniences and inordinate drinking, their honors aforesaid hereby, in the name of his Royal Majesty of Great Britain, expressly notify all tavernkeepers and guests, of whatever station they may be, that such guests must depart at the ringing of the bell and that the tavernkeepers shall not be allowed to entertain parties, whether directly or indirectly, and that neither the tavernkeepers nor the guests shall be able to claim exemption under any cloak whatsoever, except that extraordinary meetings for the transaction of business, auctions and special meetings [82] of strangers, domestics and invited guests shall be excluded herefrom, [persons in such cases] being not liable in this matter. And whoever shall act contrary hereto shall be fined the amount provided by the former ordinances. Thus done at the meeting of the aforesaid honorable magistrates of Albany, etc., the 2d of September 1669.

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[1] Johannes Dyckman, the former commissary of Fort Orange, who became insane in 1655. He died in September 1672, after having been for several years the recipient of alms. See Deacons' accounts, in Munsell's *Collections*, 1:35.

Ordinary session, Thursday, September 16, 1669

Presentibus omnibus demtis
Mr Abraham
Jan Thomasz

Citations

Volckert Jansz	1st default	Jan Gerrittsz, Sweer Theunisz
Jan Becker	1st default	Goossen Jansz
Non comparuit Jacob Hevinck	1st default	Geertruyt Vosburch
Jacob S. Glen	1st default	Mees Hoogenboom
Non comparuit Jannetie Brouster	2d default	Hendrick Vermeulen
The honorable officer	2d default	Jan Jansz Bleecker
	2d default	Helmer Otten
	2d default	Annetie Cuylers
	2d default	Harmen Vedder
		Gerrit Bancker
		Willem Nottingam
	2d default	Robbert Sanders
		Aelbert Andriesz
	1st default	Gabriel Thomasz
	1st default	Piter van Alen
	1st default	Cornelis Theunisz

Mr Jan [Becker], appearing, gives notice of an attachment which he has caused to be placed upon fl.18 in the hands of Goossen Gerrittsz and requests that the same be declared valid.

The honorable court: *fiat.*

[83] The honorable officer, plaintiff, against Jan de Goyer, defendant.

The plaintiff demands of the defendant fl.55 in seawan, being the remainder of his account, and fl.12 for the poor.

The defendant admits the debt and promises to pay within the space of six weeks.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum demanded according to his promise within the space of six weeks, under penalty of apprehension.

Idem, plaintiff, against Wynant Gerrittsz, defendant.

The plaintiff complains that the defendant assaulted the person of Wouter, the wheelwright, and struck him with a spoke of a wagon wheel on the head, so as to shed blood. He asks for the fine incurred thereby and arbitrary punishment.

The defendant being in default and his wife appearing [in his stead], she requests a copy of the complaint to answer the same on the next court day.

The honorable court: *fiat* copy.

Idem, attorney for Jan Aelberts, plaintiff, against Aelbert Andriesz Brat, defendant.

The plaintiff says that the defendant ill-treats his son by beating, cursing, and swearing at him, and that the latter earnestly complains that he can not live with him that way. He therefore demands wages for one year's service, such as a head-farmer is entitled to, as he has properly attended to all his duties. He also requests payment for improvements, consisting of two new hay barracks.

The defendant asks for a copy of the plaintiff's demands.

The honorable court having heard the parties on both sides order them to settle their differences with the help of two referees and request and authorize Piter Winnen and Jonge Jan to help the parties in settling their difficulties, if possible, as they have knowledge of what a servant ought to receive for such work. If not, they are to report to the honorable court.

[84] Robbert Ortiers,[1] appearing before the court, shows by

[1] Robert Orchard, of Boston. See his agreement with Jannetie Donckes, the widow of Thomas Powell, regarding the settlement of their claims to land at Kinderhook, *in Early Records of Albany*, 3:380–81.

written documents and patent that he has a rightful interest in the land of Thomas Paulus, deceased,[1] and asks that those who bought the land of him and have taken possession of it shall relinquish the same and that such sale shall be declared invalid, as it was concluded by false and fraudulent means.

The honorable court having duly considered the matter and examined the respective documents will cause the purchasers and possessors of the land in question to be notified not to turn over any money except by order [of the court] and will dispose of the matter upon the arrival of the wife of Thomas Paulus, deceased.

It is resolved to write to Schout van Marcken to take care of the effects of the *drayer* (turner), deceased, to see that they are not alienated.

Ordinary session, Thursday, September 30, 1669

Presentibus; the honorable magistrates:

Jan Verbeeck
Mr R. van Rensselaer
Mr Jacob de Hinsse
Martten Gerrittsz
The honorable officer, G. Swart

Citations

Volckert Jansz		Jan Gerrittsz Sweer Theunisz
Mr Jan Becker		Goossen van Oort
Johannes Provoost	1st default	Mr J. v. Rensselaer Aeltie van Bremen Theunis *bierdrager*[2] Evert Cornelisz
Jacob Sandersz	1st default	Meeuwes Hoogenboom Baefie Piters

[1] Thomas Powell, deceased.

[2] Theunis Jacobsen, sworn beer carrier.

The honorable officer,
G. Swart

Helmer Otten
Dirck Hesselingh
Hendrick Kuyler
Herman Vedder
Robbert Sanders
1st default Aelbert Andriesz
2d default Gabriel Thomasz
2d default Piter van Alen
1st default Jan de Goyer
Wouter *ramaker*[1]
Wynant Gerrittsz
Cornelis Theunisz

[85] The honorable officers, Schout Swart and Schout van Marcken, plaintiffs, against Jan Luycasz, defendant.

The plaintiffs say that the defendant has stolen two beavers from the packs of the savages and has thereby committed a serious crime, from which great mischief may result. They ask for the fines and arbitrary punishment, as an example to others.

The defendant admits that to his great regret he committed the crime thoughtlessly, because the savages had taken a shirt of his and robbed him of his maize. He prays that the honorable court may be pleased to have a little commiseration with him, as it is the first time that he has innocently perpetrated such a deed.

The honorable court having heard the parties on both sides declare the stolen beavers confiscated to the benefit of the chief officer (*hooft officier*) and in addition condemn the defendant to pay a fine of fl.25 for the benefit of the schout of Schaenhechtede, with the costs of court.

Volckert Jansz, plaintiff, against Jan Gerritsz, defendant.

The plaintiff demands of the defendant by virtue of a judgment dated March 31, 1666, payment of fl.181 in seawan, for house rent.

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[1] Wouter Aertsen, wheelwright.

The defendant admits the debt and requests a delay of ten weeks, promising to pay at the expiration of that time.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.181 in seawan demanded within the space of 10 weeks, according to his promise.

Idem, plaintiff, against Sweer Theunisz, defendant.

The plaintiff demands of the defendant 150 boards by balance of accounts.

The defendant denies the debt and produces a counter claim of two beavers for oaken boards and further says that the plaintiff has guaranteed to pay the house rent of Hans, the Noorman.

The plaintiff, replying, denies the allegations of the defendant and offers to take an oath that he never received the oaken boards, nor even ordered the said boards, and further denies [86] that he is bound to pay the house rent. Whereupon the plaintiff takes the oath and demands payment, without costs or loss.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 150 boards within the space of eight days on pain of execution, with the costs of the suit and in addition fl.6 in seawan for his slanderous remarks about the officer.

The schouts, plaintiffs, against Bastiaen Piters, negro.

The plaintiffs say that the defendant transported himself to the Maquas land to warn the savages that their enemies were near there. They ask that he be fined, as this is a matter of serious consequence.

The defendant admits that he went to the Maquas land by order of Juffrouw Curlers (whose servant he is), but says that he did not receive any money for it.

Schout van Marcken presents to the honorable court a letter sent to him by Mr Jan Becker, quite contrary to the order of the honorable court.

The honorable court authorize the honorable officer to proceed against Mr Jan.

Mr Jan Becker, plaintiff, against Goossen van Oort, defendant.

The plaintiff demands of the defendant the sum of fl.20 for four loads of walnut wood.

The defendant says that he owes not more than one half beaver and that he gave eight loads of wood for one beaver and offers to prove it.

The honorable court having heard the parties on both sides order the defendant to produce proof thereof.

Johannes Provoost and Mr Adriaen van Ilpendam, curators of the estate of Jan Andriesz, deceased, plaintiffs, against Mr Jeremias van Rensselaer, defendant.

The plaintiffs demand of the defendant the sum of fl.53 in beavers for a bull bought at auction.

[87] The defendant answers that the bull belonged to Juffrouw Curlers and that he bid it in for her.

The honorable court release the defendant from the claim.

Idem, plaintiffs, against Mr Jeremias van Rensselaer, defendant.

The plaintiffs demand of the defendant fl.42 in beavers for the purchase of a bull.

The defendant admits that he bought a bull in consideration of his having advanced fl.100 to Jan Andriesz, deceased. If this purchase is held not valid, he will be obliged to present a larger account. He requests therefore that the fl.42 may be set off against his account.

The honorable court: *fiat* the setting off against the account, seeing that there is so much due to the defendant, and hereby all claims between the plaintiffs and the defendant are extinguished.

Idem, plaintiffs, against Aeltie, the widow of the late Jan van Breemen, deceased, defendant.

The plaintiffs produce an account of Jan van Breemen, deceased, against the estate of Jan Andriesz, deceased, not signed and not sworn to, and do not know how to govern themselves regarding it.

The defendant can not give any information about it either.

The parties refer the matter to the judgment of the honorable court.

The honorable court having duly considered the matter adjudge and decide that the defendant's claim amounting to fl.1200 in seawan shall be treated the same as other claims, as the honorable officer affirms that Jan van Breemen, deceased, several times offered to take the oath [as to the justice of his claim] before him.

Jacob Sandersz Glen, plaintiff, against Meeuwes Pitersz Hoogenboom, defendant.

The plaintiff demands of the defendant for the masters[1] 23 beavers, by virtue of the mortgage on his house.

The defendant admits the debt and promises to pay by and by, being willing to work for it.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 23 beavers demanded.

[88] The honorable officer, plaintiff, against Helmer Otten, defendant.

The plaintiff demands of the defendant the fine to which he is liable for having had savages with beavers in his yard.

The defendant says that he has a closed-in yard and that the savages came into it without his knowledge and that he has not had a hair of the beavers.

The plaintiff also complains that the defendant abused him.

The honorable court having heard the parties on both sides order them to settle their differences before the next court day. In case of failure, the honorable court will pass sentence.

Idem, plaintiff, against Hendrick Kuyler, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having had a savage with his pack in his house and because the defendant's wife abused him.

The defendant answers that a savage who owed him two beavers came into his house with 4 or 5 beavers and paid him, but that he has done no other bartering with the savage. He claims that he is not liable.

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[1] *voor de meesters*, referring to Bastiaen Jansen van Gutsenhoven's partners, or principals. See minutes of March 3, 1669.

The honorable court having heard the parties on both sides order them to settle their differences before the next court day. In case of failure, the court will pass sentence.

Idem, plaintiff, against Herman Vedder, defendant.

The plaintiff says that the defendant has lodged a savage with beavers in his room. He demands the fine provided by ordinance.

The defendant admits it, but says that a savage with a couple of beavers came into his room against his will, in order to see better, and that he immediately departed, without doing any trading. He offers to make a formal declaration to that effect and claims that he is not liable to pay the fine.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fine provided by the ordinance.

Herman Vedder says that he will not pay it as long as he lives.

[89] Idem, plaintiff, against Robbert Sandersz, defendant.

The plaintiff demands of the defendant the fine according to the ordinance because he found savages with packs in his house.

The defendant answers that the savages came into his house while he was on the hill and that as soon as the officer fined him he let them go. He offers to confirm this.

The honorable court having heard the parties on both sides order them to compose their differences before the next court day.

Idem, plaintiff, against Wouter Aertsz, defendant.

The plaintiff says that Wynant Gerrittsz has complained to him that ten horses had been in his oats and had been driven on the land by the defendant. He demands the fine due therefor.

The defendant admits that he drove the horses off his island, not knowing where they would land, and maintains that he is not liable to the penalty.

Idem, plaintiff, against Wynant Gerrittsz, defendant.

The plaintiff complains that the defendant has struck the person of Wouter Aertsz on the forehead with a wheel spoke,

so as to draw blood, and that in addition he has dared to say that he would murder four such fellows, as appears by deposition. He demands the fine according to the ordinance and that he be punished arbitrarily as an example to others.

The defendant produces some papers, but not in notarial form.[1]

The honorable court having heard the parties on both sides order the defendant to produce satisfactory documents on the next court day.

Mr Ortiers, standing inside, requests an order on his petition according to the foregoing minutes.

Wherefore the honorable court have summoned Capt. Willet to come to court, who has explained the matter and the writings, from which it appears that the plaintiff's action is lawful and that he has an interest in the aforesaid land of Thomas Paulus.

The honorable court, having carefully examined and considered the documents in the matter aforesaid and also heard the widow of Thomas Paulus, adjudge and decide that what was done therein by Capt. Willet, [90] Mr Mauwericx[2] and Capt. Backer shall have its full effect and they hereby declare the purchase of the said land of no value, saving the action of the purchasers against the widow of the late Thomas Paulus, deceased, which said Paulus sold the said land wrongfully and fraudulently.

Willem Teller complains that several people at Schaenhechtede [residing] near his farm and dwelling have no chimneys in their houses, from which great accidents may result. He requests therefore that the honorable court may provide therein.

The honorable court will provide therein and inform Schout van Marcken thereof.

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[1] *maer niet notariael;* not signed before a notary and witnesses.

[2] Mr. Maverick.

Extraordinary session, Monday, October 4, 1669

Presentibus omnibus

demtis

Mr Abraham Staas

The honorable officer, G. Swart, plaintiff, against Mr Jan Becker, defendant.

The plaintiff demands of the defendant according to his written complaint a fine of fl.300 in seawan and in addition that he be banished from this jurisdiction, as in a letter dated September 17, last past, to Jan Gerrittsz van Marcken, schout of Schaenhechtede, he has on four counts, with deliberate intent, gravely slandered and abused the honorable members of the court.

The defendant admits that he wrote the letter, but not with such intent. He realizes that he has done wrong, saying that he was misled by Wyntie Cornelis, whose case he wished to advance. He humbly requests that it may not be taken too seriously and that their honors may have mercy upon him, promising that he will at all times be careful not to do so again.

The plaintiff, replying, says that he [the defendant] did so with deliberate intent and after mature reflection, and persists in his demand.

The honorable court having heard the parties on both sides and taken everything into consideration, enjoin the defendant for a year and six weeks from executing any writings that are to be submitted to the honorable court.[1] In addition, they condemn him to pay a fine of fl.50 in seawan for the benefit of the officer, and the costs of the suit. Furthermore, he is to give a gratuity to the honorable court for their honors' commiseration.

[91] Jan Jansz Bleecker, appearing before the court, says that Mr Withart does not pay him what he owes him according to the compromise and that he caused the said Witthart to be

[1] Shortly after this date, on November 1, 1669, Jan Juriaensen Becker was appointed notary public at Albany by Governor Lovelace. See *Early Records of Albany*, 3:21, and Munsell's *Annals of Albany*, 4:10.

cited, who first accepted the citation, but now refuses to appear. He therefore asks that they may select two referees to settle their dispute (if the said Withart has anything to say), or, in case of refusal, that he may have a warrant for Mr Withart's arrest, as he intends to leave.

Whereupon the court messenger is ordered to serve notice hereof on Monsr. Withart, namely, [to ask him] whether he is willing to confer with referees; otherwise, he is to appear before the honorable court.

The court messenger reports that he [the defendant] refuses to do so and that he said that he would not appear, as he had something to do, being about to leave.

The honorable court, considering the right of the plaintiff and that their dispute was completely settled by the compromise and, furthermore, that the said Mr Withart by failing to appear is guilty of contempt of court, hereby grant a warrant for the arrest of his person.

Mr Jeremias van Rensselaer, director of the colony of Rensselaerswyck, with the approval of the right honorable general, chooses, in the stead of Jan Thomasz, retiring magistrate, the person of Piter Meeusz Vroman.

Furthermore, to take the place of Mr Jacob de Hinsse, who is about to retire, there is nominated and humbly submitted to the right honorable general a double number of magistrates:

Philip Pitersz Schuyler
Jan Hendricxsz van Bael

[92] The patentees of the land behind Kinderhoeck present a petition praying the honorable court to grant them permission to elect each year two men to have supervision over the roads and all that pertains thereto.

The honorable court grant the request, subject to the condition that the two men thus elected shall take an oath that they will perform their duties faithfully, without discrimination. *Actum*, October 6, 1669.

Ordinary session, Thursday, October 14, 1669

Presentibus, the honorable magistrates:
Jan Verbeck
Mr R. v. Rensselaer
Jacob de Hinsse
Schout Swart

Citations

Geertruyt Barents		Barentie Coenraets
Mr Jeremias van Rensselaer		Theunis *metselaer* Jan Gou
Lowies Cobes		Jan Gou
Jacob Sandersz	1st default	Gabriel Thomasz Baeffie Piters
	2d default	Herman Bastiaens
The honorable officer		Helmer Otten Dirck Hesselingh
	1st default	Hendrick Roosenb[urg]
	1st default	Hendrick Koster Cornelis Theunisz

Geertruyt Barents, wife of Jacob Heven, plaintiff, against Barentie, the wife of Hans Backer, defendant.

The plaintiff demands of the defendant fl.140 in beavers for the remainder of house rent and also for rent for one half year for which no contract was made.

The defendant admits the debt, but claims damages for the failure to make repairs which were promised to her, [saying] that she suffered enough misery.

The plaintiff, in reply, says that she sold the house to the defendant and was not obliged to make repairs. Meanwhile she was forced to keep the house. [She therefore] also claims the expenses incurred in connection with the sale.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.140, the claim for the half year's rent being denied, because no

repairs were made. In addition, she is to pay the costs of the sale and in case of non-agreement she is to vacate the premises immediately and the plaintiff is to have the benefit of inventory.

[93] Mr Jeremias van Rensselaer, plaintiff, against Jan Gou and Theunis Theunisz, masons, defendants.

The plaintiff says that they are under contract to work for him and that the gable of his house[1] is settling badly. He requests that impartial men may be appointed to decide at whose expense the said gable is to be rebuilt and that they [the defendants] may be constrained to come to work.

The defendants answer that they built the gable straight and do not know what is the matter with it.

The honorable court having heard the parties on both sides order the defendants to start the work for the plaintiff to-morrow, under penalty of making good all the damage which the plaintiff may suffer, and in case the parties fail to come to an agreement about the gable, the honorable court will appoint two impartial men to settle the matter.

Lowies Cobes, attorney for Juriaen Theunisz, plaintiff, against Jan Gou, defendant.

The plaintiff demands of the defendant the sum of fl.254:15:8, in seawan, for wines and beer received.

The defendant answers that he paid some of it and refers to his last settlement with Juriaen Theunisz, according to which

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[1] On June 10/20, 1668, Jeremias van Rensselaer wrote to his brother Jan Baptist van Rensselaer that he was busy building a house near the Fifth (now Patroon's) creek; that since the freshet of April 7–8, 1666, which carried away the patroon's house, he had lived for a year and a half in the house of Jan Bastiaensz, deceased, but as this was likewise exposed to the danger of high water, he had rented the *Camer* of Willem Teller, in which he and his family expected to live until their new house was finished. Letter Book, p. 107. In the accounts of the colony, under date of May 1, 1671, occurs the following item: To Willem Teller for rent of his house because the Great house (*het Groot huys*) was destroyed, from May 1, 1668, to 1671, being three years, @ 17 beavers a year, or 85 schepels of wheat @ 5 gl. a schepel—fl.1275:—

fl.27 remained to be paid, and requests that this may be verified from his books.

The honorable court having heard the parties on both sides order the parties to examine the books and to settle with each other.

Jacob Sandersz Glen, for the masters, plaintiff, against Baeffie Piters, defendant.

The plaintiff demands of the defendant the sum of fl.78 in beavers for goods received.

The defendant admits the debt, but says that she can not pay at present.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff one half of the sum demanded and the other half next year, for which the defendant shall give security.

The honorable officer, plaintiff, against Helmer Otten, defendant.

[94] Dispute according to preceding minutes. The plaintiff says that he had entered into an agreement with the defendant and that he will not pay the costs.

The defendant answers that he does not owe the savages anything.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff two beavers according to his own offer, with the costs of the suit, and thereby all claims of the officer, for marrying [him] and otherwise, shall be extinguished.

Idem, plaintiff, against Dirck Hesselingh, defendant.

The plaintiff complains that the defendant has called and attracted the savages and has charged him with lying and abused him with foul language. Also, that he has had two packs of beavers in his house. He therefore demands the fine provided by ordinance.

The defendant denies any knowledge of his having abused the plaintiff, but admits that he has had a pack in his house.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff for the two packs according to the ordinance and warn him to refrain from again abusing the officer, on pain of being punished as an example to others.

Idem, plaintiff, against Cornelis Theunisz, defendant.

The plaintiff demands of the defendant fl.9 in seawan for writing letters and for going to Paepsknee.[1]

The defendant says that he owes but fl.3 for the writing.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff fl.3 in seawan with the costs of the suit.

[95] Extraordinary session, Thursday, October 21, 1669

Presentibus:

Mr Jan Verbeeck
Mr Abraham Staas
Mr R. v. Rensselaer
Mr Jacob de Hinsse
The honorable schout, Swart

Juffrouw Ebbinghs, plaintiff, against Piter Bont, defendant.

Case according to the preceding minutes. The plaintiff persists in her former claim that the defendant owes her fl. 116 in beavers, which she shows by her book.

The defendant answers that this can not be held valid as the plaintiff according to her books has paid more than fl.1000 on his account, but [he] says that he submits the matter to the oath of the plaintiff.

The plaintiff, in reply, says that she is not willing to take the oath on her recollection of [things that occurred] 12 years ago.

The parties submit the question to the honorable court to decide the same as mediators, with which [decision] they will rest content.

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[1] Papscanee Island, opposite Albany.

Therefore, the honorable court decide that the parties shall split the difference and that each party shall receive the half amount, provided they pay each one half of the costs of these proceedings to the secretary and the court messenger.

Cornelis Segersz being also asked whether he will take an oath that neither he, nor his deceased wife, nor his children, directly or indirectly, received two beavers from Juffrouw Ebbinghs on account of Piter Bont, he answered, Yes, and thereupon took the oath. Accordingly, Juffrouw Ebbinghs is ordered to pay two beavers to the said Cornelis Segersz.

[96] Extraordinary session, Monday, *post meridiem* November 1, 1669, in Albany

Presentibus: All the honorable magistrates and Mr Jeremias van Rensselaer, *demto* Mr Abraham Staas

Pursuant to the choice made by the Right Honorable General Francis Lovelace on the 13th of October last and the choice made by the honorable Director Jeremias van Rensselaer [of magistrates] to take the place of Mr Jacob de Hinsse and Jan Thomasz, the retiring magistrates, the latter are hereby discharged from their oath and office and thanked for their services and in their places are appointed as new magistrates and confirmed in court Philip Pitersz Schuyler and Piter Meeusz Vroman, who have taken the oath of fidelity in the manner following:

We, the chosen members of the bench of justice of Albany, colony of Rensselaerswyck and Schaenhechtede, promise and swear in the presence of Almighty God and of our fellow members that we shall help to administer true law and justice between man and man and furthermore in all matters concerning justice and administration execute and promote the same to the best of our knowledge and ability. Also, that in every respect we shall conduct ourselves loyally and faithfully toward his Majesty of England and his Royal Highness James, Duke of York, as

well as the honorable governor of his Royal Highness' territory in America, promising further to help maintain here the Reformed religion according to God's Word. Thus truly help me God Almighty.

Ordinary session, Thursday, November 11, 1669

Presentibus, the honorable magistrates:

Monsr. R. v. Rensselaer
Jan Verbeeck
Mr Abraham Staas
Piter Meeusz
Schout Swart

Citations

Alida Schaets	1st default	Eldert Gerbertsz
Rhyntie Stevens	1st default	Broer Cornelis
Uldrick Cleyn	1st default	Barent Aelberts
	1st default	Anneke Ketelheym
Non comparuit Gerrit Theunisz	1st default	Piter Fransm[an][1]
The officer		Jan de Goyer
		Wouter Ramaker[2]
		Wynant Gerritsz
	2d default	Hendrick Rosenboom
	2d default	Hendrick Koster
		Robbert Sanders

[97] Rhyntie Stevens, standing inside, makes known that she has caused to be attached 25 or 26 schepels of maize in the hands of Gerrit Reyers and two beavers in the hands of Juriaen Jansz, belonging to Broer Cornelis. She requests that the said attachments may be declared valid.

The honorable court: *fiat.*

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[1] Piter, the Frenchman.

[2] Wouter Aertsen, wheelwright.

The honorable officer, plaintiff, against Wynant Gerritsz and Wouter Aertsz, defendants.

Dispute according to preceding minutes. The plaintiff persists in his former demands and requests prompt justice without delay.

The defendant, Wynant Gerritsz, answers that the testimony admitted against him is not founded upon truth and produces an affidavit [showing] that he lay underneath. He contends that the officer has no cause of action and asks that he be condemned to pay the costs of court.

The honorable court having heard the parties on both sides order them to compose their differences before the secretary. In case they can not agree, sentence in the matter will be pronounced.

Idem, plaintiff, against Jan de Goyer, defendant.

The plaintiff says that the defendant has committed theft at Schaenhechtede and requests that he may be apprehended and in addition be mulcted in the fine therefor, as it is a matter of bad consequence.

The defendant denies that he stole beavers out of the chest of Jan Pax, but admits that he took two small pieces of cloth and further declares that he is not guilty of the deed.

The plaintiff requests adjournment until the next court day, in order to produce further proof.

The honorable court having heard the parties on both sides, dismiss the plaintiff's action against the defendant.

[98] Upon the petition of Mr Jan Becker, the honorable court grant the following apostil: The penalty imposed upon him is annulled in consideration of his humble petition and he is to look out for himself and observe a decent behavior.[1]

It is also resolved to post a notice regarding the cleaning of the chimneys.

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[1] See minutes of October 4, 1669.

Ordinary session, Thursday, December 2, 1669

Presentibus, the honorable magistrates:

R. v. Rensselaer, *preses*
Mr Jan Verbeeck
Martten Gerrittsz
Piter Meeusz
Schout Swart

Citations

Herman Gansevoort		Thys Evertsz
Rhyntie Stevens	2d default	Cornelis Theunisz
Alida Schaets	2d default	Eldert Gerberts
Uldrick Cleyn		Anne Ketelheym
Piter Bogardus		Juriaen Groenew[out]
Jan Cloet		Myndert Hermansz
The honorable officer Swart	1st default	Robbert Sanders
		Andries Teller
		Mr Cornelis
		Juriaen Theunisz
		Claes Clock
		Jan Cloet
		Herman Vedder
		Dirck Hesselingh
		Jacob Loockem[ans]
		Elias van Ravest[eyn]
		Jan Coneel

Ulderick Cleyn, plaintiff, against Anne Ketelheym, defendant.

The plaintiff demands of the defendant the sum of fl.38 for his wages as herder in taking care of two cows during last year and this present year.

The defendant denies that she owes anything for last year, as she suffered great loss because he did not watch over the animals as he should have done. She will gladly pay him, however, this year's wages, if he will only have a little patience.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.38 in seawan demanded, within the space of 14 days, *cum expensis*.

[99] Piter Bogardus, plaintiff, against Juriaen Jansz Groenewout, defendant.

The plaintiff says that he has been misled by the defendant in charging the estate[1] with a certain account amounting to the sum of five beavers, as the said account had already been paid by Robbert Sandersz.

The defendant answers that he did not know this and that Messrs Verbeeck and R. v. Rensselaer acted as witnesses in the matter and made a note of the fact.

The honorable court having heard the parties on both sides order them to appear on the next court day, together with Robbert Sandersz, to investigate the matter thoroughly.

Jan Clute, plaintiff, against Meyndert Harmensz, defendant.

The plaintiff demands of the defendant restitution of a sleigh which he loaned to him last winter.

The defendant answers that the sleigh was no good; that it had all gone to pieces and that it was not worth while to repair it. Also, that he offered to make a new sleigh for half pay, provided the necessary lumber was furnished him.

The honorable court having heard the parties on both sides order the defendant to make a new sleigh for the plaintiff, provided that the lumber therefor shall be furnished to him.

The honorable officer, plaintiff, against Juriaen Theunisz, defendant.

The plaintiff demands of the defendant the fine provided by ordinance for having tapped to several guests after the ringing of the bell.

The defendant answers that no one of the company of citizens at his house had heard the ringing of the bell and that it was

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[1] The estate of the late Maritie Thomas Mingael. See *Early Records of Albany*, 3:308–9. Pieter Bogardus was a glazier by trade. See Munsell's *Collections*, 1:26.

only eight o'clock, according to Mr Jacob's watch.[1] He contends that he is not liable to the fine demanded by the officer.

[100] The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.6, with the costs of court.

Idem, plaintiff, against Andries Teller, defendant.

The plaintiff demands of the defendant fl.3, with costs, for sitting in the tavern after the ringing of the bell, in violation of the ordinance.

The defendant answers that he did not hear the bell ring and that it is a shame that a burgher can not drink a pint of wine at eight o'clock in the evening.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.3, with the costs of court.

In accordance herewith all the plaintiff's opponents are condemmed to pay the like fine.

Herman van Gansevoort, plaintiff, against Thys Everts, defendant.

The plaintiff demands of the defendant the sum of fl.200 in seawan for liquor and goods received, according to his own signature.

The defendant admits the debt, but claims damages for having been wounded by the plaintiff, from which he has suffered a long time.

The plaintiff, replying, says that he deducted fl.100 from the defendant's account for that.

The defendant, in his rejoinder, denies this.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.200 seawan demanded, within the space of six weeks.

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[1] *Op de horologie van M^r. Jacob;* meaning the watch of Jacob de Hinsse, surgeon.

[101] Ordinary session, Thursday, January 13, 1669[1]

Presentibus, the honorable magistrates:

Mr Jan Verbeeck, *preses*
Philip Pietersz Schuyler
Martten Gerrittsz
Mons[r]. R. v. Rensselaer
Piter Meeusz
The honorable officer, Gerrart Swart

Citations

Mr Jeremias van Rensselaer		Jan Helmsz
Capt. Backer		Jocchum Wesselsz
		Evert, the baker
Alida Schaets		Eldert Gerbertsz
Laurens van Alen		Eldert Gerbertsz
	1st default	Willem Martensz
Ryntie Stevensz		Cornelis Theunisz
Piter Bogardus		Juriaen Groenewout
		Robbert Sandersz
Uldrick Cleyn	2d default	Barent Aelbertsz
The honorable officer, Swart	1st default	Jan Ouderkerck

Mr Jeremias van Rensselaer, plaintiff, against Jan Helmsz, defendant.

The plaintiff says that he has had the defendant's grain attached and asks that the said attachment be declared valid. Also, that the grain be not alienated, as the plaintiff has waited long enough for payment of his account.

The defendant admits the debt, but says that through great loss he has remained in arrears. He offers to pay within six weeks 150 schepels of wheat.

[1] January 23, 1670, new style.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff according to his offer 150 schepels of wheat within the space of six weeks, without letting any one else have any wheat, on pain of ejectment.

Capt. Backer, plaintiff, against Jocchum Wessels, defendant.

[102] The plaintiff demands of the defendant 1½ beavers for pasturing his horse.

The defendant admits the debt, but says that Capt. Backer asked to see a pistol which he had received from the run-away Frenchmen and that the plaintiff has kept it and given it away to some one else. To off-set this loss, he holds back the payment.

The honorable court refer the matter in dispute to the decision of the honorable general.

Idem, plaintiff, against Evert, the baker.

The secretary exhibits a written complaint on the part of Capt. Backer, in which he demands of the defendant fl.250 in payment of the fine granted him in the action between the plaintiff and the defendant's wife and also a third part of the fines in his suit with Domine Schaets.

Laurens van Alen, attorney for his father,[1] appearing [before the court], answers that the same was paid to the plaintiff and the money retained by himself. He requests a copy of the complaint to make answer thereto on the next court day.

The honorable court: *fiat* the copy and order that Capt. Backer, the plaintiff, shall personally appear on the next court day.

Alida Verveelen, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant, according to his bond, fl.48 in beavers for goods received.

The defendant denies the debt, saying that by balance of account he paid to her husband fl.10 in seawan on his departure for New York. He requests a copy of the bond, to make answer on the next court day.

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[1] Meaning his father-in-law, Laurens van Allen having married Elbertje Everts, a daughter of Evert Lucassen, the baker.

The honorable court: *fiat* the copy, to make answer thereto on the next court day.

[103] Eldert Gerbertsz, standing inside, complains that the judgments against Jan Martensz and Andries, the Swede, in favor of himself, are not being satisfied and that they refuse to pay in current mediums of exchange.

The honorable court order the honorable officer to transport himself to Kinderhook to execute the said judgments at the expense of those who are in the wrong.

Laurens van Alen, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant fl.160 in seawan which he took over and agreed to pay for Willem Martensz Moer.[1]

The defendant answers that he can not make answer in the matter until Moer is present.

The honorable court having heard the parties on both sides, order the defendant to appear with Moer on the next court day, in order that the matter may be examined.

Rhyntie Stevens, attorney for her brother, Jan Stevens, plaintiff, against Cornelis Theunisz van Breuckelen, defendant.

The plaintiff demands of the defendant eight and a half beavers for wages due to her brother.

The defendant admits the debt, but says that he has done some curing for Tory and her brother.[2] He is willing to pay five beavers at once, the rest to be offset against the treatments.

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[1] Apparently the same person as Willem Martensz Hues, who on August 29, 1672, at the request of Laurens van Alen, declared that in 1668 he took three boat loads of brick from the Esopus to New York. *Early Records of Albany*, 3:330–31. He was probably an Englishman, called Moor, and not a negro, as suggested in *Early Records of Albany*, 1:76.

[2] *alsdat hy eenige Curen gedaen heeft voor Tory ende haer broeder.* This may refer to the gelding of horses or some other veterinary treatments. Tory probably refers to Jacob Hendricksen Tery. See *Early Records of Albany*, 3:250.

The honorable court having heard the parties on both sides order the planitiff to write about it to her mother[1] and to accept the beavers that are offered in part payment of the debt, provided that she must lift the attachment on the defendant's money.

Piter Bogardus, plaintiff, against Juriaen Jansz Groenewout, defendant.

Dispute as shown in the preceding minutes. The plaintiff persists in his former demand.

The defendant answers as in the preceding minutes that he did not do it intentionally.

[104] Robbert Sandersz appearing also is examined and declares likewise that there has been no conspiracy about the matter.

The defendant, Groenewout, offers to purge himself under oath that he has not charged anything to the estate except this, by mistake, and asks that the plaintiff and his wife shall on their part swear likewise that they have not defrauded the estate.

The plaintiff requests a copy of the evidence to the contrary.

The honorable court having heard the parties on both sides, considering that the question is due to a mistake and that the defendant is ready to swear that he has not defrauded the estate, hereby condemn the defendant to pay the plaintiff fl.30 in seawan, being the half of [the charges for] 13 days' work.

The honorable court order the officer to obtain from the sealer of weights and measures the marking iron of the colony[2] to make use thereof on occasion.

It is resolved to note on the petition of Tryntie Melgerts that she is granted permission to enlarge her lot in the rear like her neighbors.

Geertruyt Vosburch presents a petition requesting that the

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[1] Mary Goossens, the wife of Steven Jansen Coninck. *Early Records of Albany*, 3:138, 263.

[2] The colony of Rensselaerswyck. Cf. Order of the Court of Assize concerning weights and measures, January 1, 1669/70, in Munsell's *Annals of Albany*, 4:11.

antenuptial contract with her husband[1] may remain in force and that her husband may be reprimanded on account of his neglect of the household (*syn quaede huyshoudinge*).

The honorable court give for answer that the antenuptial contract shall have its full force and effect and when the opportunity offers itself they will administer a reprimand to him on account of his bad comportment (*syn quaede actien*).

It is also resolved to levy a tax on all the burghers and farmers residing within this district for the maintenance and support of this place.

[105] Ordinary session, Thursday, February 10, 1669 [1670]

Presentibus omnibus

demto
Mr Abraham Staas

Citations

Piter Loockermans, senior	1st default	Hans Jansz Eencluys
Saccharias Sickels		Claes Lock
Mr Jeremias van Rensselaer		Paulus Jurricxsz
Jan Oethout	1st default	Cornelis Theunisz
Laurens van Alen	1st default	Eldert Gerbertsz
	2d default	Willem Martensz
Capt. Backer		Jocchum Wessels
		Laurens van Alen
Herman Vedder	1st default	Barent Arentsz
	1st default	Jan Martens
The honorable officer		Hendrick Roosenboom
		Jan Conneel
	1st default	W. Nottingam

[1] Albert Andriessen Bratt. See "The Vosburgh Family," by R. W. Vosburgh, in *The New Netherland Register*, ed. by Dingman Versteeg, 1:118.

Capt. Backer, plaintiff, against Jocchum Wessels, defendant.

The plaintiff demands of the defendant one beaver and one *dryelingh*,[1] as in the preceding minutes.

The defendant admits the debt, but claims a pistol which was given to him by a run-away Frenchman, a soldier, and which was taken from him by the plaintiff.

The plaintiff, replying, maintains that he is entitled to the arms of run-away soldiers, as the confiscation thereof appertains to the commanders of the militia.

The honorable court having heard the parties on both sides and duly investigated the matter condemn the defendant to pay the plaintiff the beaver and *dryelingh* demanded. Furthermore, the defendant's claim to a pistol is referred to the decision of the honorable general.

[106] Idem, plaintiff, against Laurens van Alen, defendant.

Dispute according to the preceding minutes. The plaintiff demands of the defendant fl.250 on account of fines granted to him in connection with the suit between him and the defendant's mother-in-law and also a third part of the fines growing out of the suit with Domine Schaets.

The defendant answers that he does not owe the plaintiff one stiver, but that he claims money for the freight of oxen brought here from New York and that he has the honorable general's own certificate that the stolen money was to be paid first to his mother-in-law, Emmetie, until which time the judgment was suspended. Furthermore, that of the stolen seawan the plaintiff was to pay fl.445 and Mr de Laval fl.595. The defendant says also that he duly inquired about the stolen money of the *scholtus*,[2] who refused to render him an account thereof and that the plaintiff has already received his money from Mr de Laval. He therefore maintains that he is not liable to this demand and

[1] 2/3 beaver. According to Dongan's Report of 1687, the duty on one whole beaver was nine pence; on two half beavers nine pence; on four lapps nine pence; on three drillings one shilling sixpence. *Doc. Hist. N. Y.*, 1:164.

[2] A Latinized form of *schout*, referring to the prosecuting officer.

requests a discharge from the plaintiff, together with an account showing what has become of all the stolen seawan.

The plaintiff, replying, says that he has not received the fines and demands payment.

The honorable court having heard the parties on both sides put over the case until the arrival of the honorable Mr de Laval, when judgment in the matter will be given.

Capt. Backer requests that he may receive the fines due him from the schout, which are payable at this time, offering to give security therefor.

The honorable court grant permission to levy the moneys received, upon condition of giving security.

Mr Jeremias van Rensselaer, plaintiff, against Paulus Jurricxsz, defendant.

The plaintiff demands of the defendant satisfaction of a contract whereby the defendant agreed to saw 300 logs for the plaintiff, of which a large portion is still lacking.

[107] The defendant denies that he agreed to saw 300 logs for the plaintiff and claims that he satisfied the terms of the contract.

The plaintiff offers to produce proof to the contrary, namely, that the plaintiff agreed to saw 300 logs for him.

The honorable court order that proof be produced on the next court day.

Piter Loockermans, senior, standing inside, gives notice of an attachment in the sum of fl.27 in beavers placed on property of Hans Encluys in the hands of Bent Bagge and requests that the same may be declared valid.

The honorable court: *fiat.*

Saccharias Sickels, plaintiff, against Claes Lock, defendant.

The plaintiff demands of the defendant the sum of fl.8 in beavers, or linen for it, according to his promise.

The defendant denies the debt, stating that it does not concern him as he was in his master's service.

The honorable court having heard the parties on both sides dismiss the suit, because the plaintiff admits that he did it in pas-

sion, as the defendant affronted his brother-in-law[1] and that otherwise he would not have sued him.

The honorable officer, G. Swart, plaintiff, against Hendrick Roosenboom, defendant.

The plaintiff demands of the defendant according to the ordinance the fine for two packs of beavers.

The defendant says that he did not barter one single beaver thereof.

The honorable court having heard the parties on both sides order them to compromise.

[108] Idem, plaintiff, against Jan Conneel, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having scuffled and fought with Capt. Backer and Willem Nottingam.

The defendant refers to the testimony.

The honorable court order the honorable officer to produce proof on the next court day.

Capt. Parker, standing inside, requests an account of the fines which were imposed during the period of his command as well as of all that has been compounded for with the schout and requests that the moneys proceeding therefrom may be deposited with the honorable court.

The honorable court grant the request.

It is resolved to renew the ordinance against the unseemly Shrovetide revels.[2]

It is resolved to grant to Hendrick Meeussen and Jan Martensz, selectmen behind Kinderhook, authority to exercise supervision over private as well as public interests with the regard to the making of fences, paths, inclosures and other matters appertaining thereto, in accordance with the apostil granted upon their petition, dated the 6th of October 1669.

It is also resolved to communicate to Aelbert Andriesz an order upon his wife's protests, to the effect that the antenuptial agreement made with her shall have its full effect and to warn

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[1] *Swaager*, which may also mean "son-in-law."

[2] Cf. *Laws and Ordinances of New Netherland*, p. 333–34.

him that he must live properly with his wife as a good citizen ought to and is bound to do.

[109] Extraordinary session, Monday, *post meridiem*, February 28, 1669 [1670]

Presentibus omnibus

demto

Martten Gerrittsz

The honorable court hereby authorize the honorable officer, Gerrart Swart, to make the unwilling, by means of execution, pay the amount imposed upon them according to the assessment, all at their expense and loss. Furthermore, in case of violence and opposition he may ask Capt. Parker for two or three soldiers to assist him, according to the orders and regulations of the right honorable governor general of New York.

Ordinary session, Thursday, March 3, 1669 [1670]

Presentibus omnibus

demto

Mr Abraham Staas

Citations

Jocchum Wessels		Capt. Backer
Laurens van Alen	3d default	Eldert Gerbertsz Willem Martensz
Juriaen Theunisz	1st default	Jan Helmsz
Herman Vedder	1st default 1st default	Jan Rinckhout Roeloff Jansz
Jacob Sandersz		Theunis Cornelisz
Lowies Cobes	1st default	Geertruyt Vosburch Piter Quackenbos
Eldert Gerbertsz	1st default	Jan Gerrittsz Jaques Cornelisz

Claes Bever	1st default	Eldert Gerbertsz Andries Hansz
Geertruyt Vosburch	1st default	Juriaen Kalier
[110] Tryntie Claesz		Hendrick Meeusz
Herman Rutgers	1st default	Jan Thomasz
Piter Loockermans	2d default	Hans Jansz
Piter Bogardus	1st default	Jan Oothout
		Juriaen Groenew [out]
		Jacob Sanders
		Gerrit Bancken
		Ruth Arentsz
		Jacob Schermerhorn
		Juriaen Theunisz
		Gerrit Visbeeck
		Dirck Wessels
		Cornelis Theunis
		Wynant Gerrits
		Carsten, the smith
		Hendrick Kuyler
		Piter van Alen
		Herman Vedder
		Wouter, the baker
		Stoffel Jansz
		Johannes Provoost
		Carsten Pieters
		Mr Jacob de Hinse
		Helmer Otten
		Mr van Dyck
		Geurt Hendricxs
		Volckert Jansz
		Jan Jansz Blycker
		Robbert Sanders

The honorable officer, Gerrart Swart

1st default

- Andries Aelberts
- Aernhout Cornelis
- Joris Christoffelsz
- Eldert Gerberts
- Meyndert Fredricx
- Gerrit Visbeeck
- Piter Adriaensz

Jocchum Wessels, baker, plaintiff, against Captain Backer, defendant.

[111] The plaintiff says that the defendant on the preceding court day made the accusation that his wife had sworn falsely, for which he demands damages. Also, that he thereupon called the defendant a robber of his honor, etc. And the wife protests that the defendant in a certain burgher's house said that she was a whore.

The defendant answers that he has been greatly insulted and if the plaintiff's wife desires to have it proved that she is a whore, he is ready to produce sufficient testimony to that effect.

The plaintiff persists in his demand and asks that the defendant prove what he has alleged above.

The honorable court, having heard the parties on both sides and examined the documents, find that the depositions do not agree, but do not differ sufficiently to warrant the defendant in calling the plaintiff's wife a perjurer. Therefore, the complaints about the names which they called each other at that time are set aside, saving the plaintiff's claim for damages for what the defendant has now accused him of before the entire court.

Laurens van Alen, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant fl.160 in seawan according to his bond.

The defendant admits the debt and promises to give therefor in payment 160 boards during the coming spring.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the 160 boards according to his promise.

Jacob Sanders Glen, plaintiff, against Theunis Cornelisz *jonge pointie*, defendant.

The plaintiff demands of the defendant fl.24 in beavers for merchandise received from his master, Jan Bastiaens, deceased.[1]

The defendant admits that he owes one beaver, and no more, for *dosynties*,[2] but says that he owes nothing for blankets, which he never received.

[112] The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the acknowledged beaver and what the plaintiff comes short he shall look up in his memoranda.

Idem, gives notice of an attachment in the sum of fl.150 in seawan placed by him on the moneys of Jaques Cornelisz in the hands of Cornelis Theunisz and requests that the said attachment may be declared valid.

The honorable court grant the request.

Ludovicus Cobes, secretary, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant the sum of fl.14:8 in seawan, for fees earned by him.[3]

The defendant answers that she will not pay it.

The honorable court having heard the parties on both sides order the defendant to pay the sum of fl.14:8 demanded according to the exhibited account.

Eldert Gerbertsz Cruyff, plaintiff, against Jaques Cornelisz, defendant.

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[1] Jan Bastiaensen van Gutsenhoven. He died before July 6/16, 1667. See *Van Rensselaer Bowier Mss.*, p. 844.

[2] Dozens, a kind of kersey or coarse woolen cloth.

[3] *wegens verdiende vacatien*, meaning fees for copying papers, etc.

The plaintiff demands of the defendant by settlement of accounts 102 schepels of winter wheat.

The defendant admits the debt, but shows some notes payable by the plaintiff which are to be deducted from his debt.

The plaintiff does not accept the notes, saying that those who have business with him may come to speak with him.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the 102 schepels of wheat demanded.

Claes Beever, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant according to the account rendered fl.77:12 in seawan and some other accounts [for wages] earned here and there.

The defendant denies that he owes so much.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.80 in seawan, wherewith all further differences are dismissed.

[113] Tryntie Claesz, plaintiff, against Hendrick Meeusz Vrooman, defendant.

The plaintiff demands of the defendant 125 schepels of wheat or fl.25 in seawan for each six schepels of wheat up to the full amount and in addition fl.3:5 in seawan. She says that she has attached the same at Kinderhoeck and asks that the said attachment may be declared valid.

The defendant admits the debt and will gladly pay when his affairs with Jan Bruyns have been settled somewhat.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 125 schepels of wheat and fl.3:5 in seawan demanded.

Piter Bogardus, plaintiff, against the creditors of the estate of Maritie Thomasz, deceased, his mother-in-law, defendants.

The plaintiff asks that the defendants be examined as to the bills presented by them and if necessary that they be required to swear to them.

The accounts of Jacob Sanders, Dirck Wessels, Gerrit Bancken, Robbert Sandersz, Herman Rutgers and Piter van Alen are approved and it is found that one beaver is due to Juriaen Jansz from van Alen for a calf sold to him.

Theunis Cornelisz says that he has handed in a bill for seven beavers, while it is found that but five beavers are due to him, so that the estate is overcharged two beavers.

The accounts of Schermerhorn, van Dyck, Volckie van Hoesem, Gerrit Hendricxsz, Stoffel Jansz, Carsten, the smith, and Ruth Arentsz are likewise approved.

The plaintiff is not willing to let the defendant, Juriaen Groenewout, take the oath regarding the two apparent mistakes, or that on the whole he has not defrauded the estate, but requests further and clearer proof, in order to proceed further.

The defendant is willing to swear, as [stated] in the preceding minutes, that to his knowledge he has not defrauded or overcharged the estate.

The honorable court having heard the parties on both sides grant the plaintiff his request, deferring the case until the production of further proof.

[114] The honorable officer, G. Swart, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant interest according to his bond on account of Broeder,[1] namely, on 33 beavers, which he has owed him since long.

The defendant maintains that he is not bound to pay in beavers because he signed to do so, as he could have paid in grain.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.40 in beavers, in consideration of the fact that he has made some payments in beavers.

Alida Verveelen, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

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[1] Cornelis Theunisz van Breuckelen, *alias* Broeder. See *Van Rensselaer Bowier Mss.*, p. 809.

Case according to the preceding minutes. The plaintiff demands of the defendant according to his bond fl.48 in beavers.

The defendant denies the debt and says that he paid the same and that after executing the bond he sent and shipped to New York in Spaeniaert's yacht for the behoof of her husband fifty floor boards, which he offers to prove by a note.

The honorable court having heard the parties on both sides order the defendant to prove the same on the next court day.

[115] Ordinary session, Thursday, March 17, 1669 [1670]

Presentibus omnibus

demto

Mr Abraham Staas

Citations

Jocchum Wessels, baker		Capt. Backer
Piter Loockermans		Hans Jansz
Hans Jansz	1st default	Jan Rinckhout
Piter Bogardus		Theunis Cornelisz Joris Arisz
Gabriel Thomasz	1st default	Claes Graeven
Herman Vedder	1st default	Symon Volckerts
Jacob Schermerhorn		Styntie Jansz

Jocchum, baker, plaintiff, against Capt. Backer, defendant.

The plaintiff says that the defendant taunted him that his wife was a whore, as appears from the preceding minutes. He therefore demands reparation of honor.

The defendant requests the honorable court to ask the plaintiff whether he has a warrant from the honorable general to have him cited.

The plaintiff replies that the defendant slanders him, so that he must seek redress.

The defendant in his rejoinder says that the plaintiff is incompetent to appear before the honorable court, as will appear from

the minutes and records. Furthermore, he persists that he is not amenable to the honorable court here, being a military person. He requests that the matter be left to the decision of the honorable general.

The honorable court having heard the parties on both sides, defer the matter until the arrival of the right honorable general, in consideration of the fact that the defendant appeals to military law.[1]

Piter Loockermans, senior, plaintiff, against Hans Jansz Eencluys, defendant.

[116] The plaintiff demands of the defendant fl.27 in beavers, according to the preceding minutes, which he has caused to be attached in the hands of Bent Bagge, and demands payment thereof.

The defendant denies the debt and says that he paid more than 16 years ago through Evert Pels, namely, in boards, which were deducted from his account.

The plaintiff shows that this is a mistake by means of letters from Nicolaes Bevelot, whose factor he has been, and demands payment with expenses incurred in the matter.

The honorable court having heard the parties on both sides and duly considered everything condemn the defendant to pay the plaintiff the fl.27 in beavers demanded, with costs, saving the defendant's claim against Evert Pels and authorizing the levying of the moneys attached in the hands of Bent Robberts.

Jacob Schermerhorn, plaintiff, in his capacity of guardian of the children of Claes Cornelisz, deceased,[2] against Styntie Jansz, wife of Jan Thysz, defendant.

The plaintiff demands of the defendant the sum of fl.200 in beavers, or in grain at beavers' price, and also three shirts for

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[1] Cf. The governor's letter to Capt. Lovelace, April 11, 1670. Munsell's *Annals*, 4:12.

[2] Claes Cornelissen van Voorhout, who was killed in a tavern on August 31, 1658. See *Van Rensselaer Bowier Mss.*, p. 833, and *Early Records of Albany*, 3:206–7; 4:73.

the three children of Claes Cornelisz, deceased, according to contract.

The defendant answers that she fitted out the children to the best of her ability and that at the time everything was very dear and costly. She does not deny the debt of fl.200 in beavers, but claims that she may pay at the rate of 5 schepels to the beaver and professes her willingness to do so.

The honorable court having heard the parties on both sides and duly considered everything, condemn the defendant to pay the plaintiff the fl.200 demanded in beavers or in wheat at the rate of six schepels to the beaver, according to the present market price, together with the three shirts according to the contract.

Piter Bogardus, plaintiff, against Joris Arisz, defendant.

[117] The plaintiff asks that the defendant give testimony to the truth in regard to what Juriaen Jansz said to him on the road to Schaenhechtede about the matter of the suit that will at present be of use to him.

The defendant says and confesses that Juriaen Jansz said to him on the road to Schaenhechtede that he was going to Schaenhechtede to get a horse from Jonge Pointie. Whereupon the said Arissen answered that he might better bring him another horse, to which Groenewout replied that Jonge Pointie owed him and his wife so much money that he could no longer keep the horse.

The plaintiff asks that the estate be abandoned, alleging as reasons the great frauds perpetrated by the said Groenewout.

The honorable court having heard the parties on both sides decide that Theunis Cornelisz shall be examined on the next court day, the court being not yet able to resolve to annul the agreement about the estate.

Mr Jan Verbeeck, magistrate, hands in a petition praying for a lot on the hill, next to Jocchum, the baker, being located here in a street where there is no business.

The honorable court give for answer that they are taking into consideration the manifold services rendered to the country by

the petitioner and that meanwhile they promise him that they will recommend to the honorable general that he be given the preference.

[118] Extraordinary session held on the 29th of March 1670

Presentibus omnibus

preter
Mr Abraham Staas *et*
Philip Pitersz Schuyler

Aelbert Andriesz, husband and plaintiff, against Geertruyt Pietersz, his wife, defendant.

The plaintiff requests a written decree of separation from the defendant, his wife, and annulment of the marriage contract made between them.

The honorable court seeing the nonappearance of the defendant, although she at first agreed and consented to appear, acting thereby as it were in contempt of the court, grant the plaintiff separation from bed and board. And as to victuals, board and fruit, the defendant is ordered provisionally to cede and turn over the half thereof to the plaintiff. The annulment of the marriage contract is put over until the full meeting of the honorable court.[1]

[119] Extraordinary session held on Tuesday, April 19, 1670

Presentibus Mr de Laval[2] *et toto Collegio*

Capt. Backer, plaintiff, against Jocchum Wessels, baker, defendant.

The plaintiff says and complains that the defendant has greatly offended him by abusive language and other acts, of which he

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[1] The order for separation was confirmed by Governor Lovelace on October 24, 1670. See Munsell's *Annals*, 4:20.

[2] The instructions for Mr. Thomas Delavall and Capt. Dudley Lovelace, dated April 11, 1670, are printed in *Minutes of the Executive Council*, 1:385–86, and Munsell's *Annals*, 4:12–13.

produces some affidavits. He demands reparation of honor as in the preceding minutes.

The defendant answers that he has not abused the plaintiff except for good reasons, as he was the moving cause and first called him names, saying that his wife had sworn falsely. He also produces affidavits to show that he suffered wrong and that the plaintiff afterwards called his wife a whore before the full court and furthermore charged him with being incompetent to appear before the honorable court. Demands, in reconvention, *reparationem honoris.*

The plaintiff, replying, says that he has called the plaintiff's wife a whore and that he heard old Cees Wip[1] relate this in the full tavern, of which he produces an affidavit also.

The defendant, replying, says that he has nothing to do with old Cees Wip, but that he is a person [whose testimony deserves] little consideration, as appears from the interrogatory produced, wherein he admits that to the best of his knowledge the plaintiff's wife is an honest woman.

[120] The honorable court having heard the parties on both sides and carefully examined the documents and taken everything into consideration that is to be considered adjudge, first, that the abusive words used on both sides were spoken in passion and give little cause for action; secondly, that they incited each other to use abusive language. Seeing further the discrepancies between the affidavit and the interrogatory of old Cees Wip, the same is declared invalid. Therefore, the honor of both parties remains intact and they are to live together in peace, each of them to bear his own share of the costs. Furthermore, the documents in the case shall remain on file in the secretary's office here.

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[1] Cornelis Segersen van Voorhout? See *Van Rensselaer Bowier Mss.*, p. 833, and *Minutes of the Court of Fort Orange and Beverwyck*, 2:39.

Ordinary session, Thursday, April 21, 1670

Presentibus omnibus

demto
Philip Pietersz Schuyler

Citations

Juriaen Theunisz	1st default	Barent Arentsz
Jan Labatie		Eldert Gerbertsz
Sander Leendertsz		Eldert Gerbertsz
Herman Rutgers		Jan Thomasz
Piter Bogardus		Theunis Cornelisz
Herman Vedder	2d default	Jan Helmsz
Aelbert Andriesz		Geertruyt Vosburch
Mr Siarp		Theunis Dirrixsz Piter Roode
Piter Adriaentsz Mackelyck		Mr J. V. Rensselaer
Jacob Sandersz	1st default 1st default	Theunisz Dirrixsz Gerrit Claesz
Willem Teller		Geertruyt Vosburch
Jan van Marcken, schout		Piter Adriaentsz
		Sander Leendertsz
		Juffrouw Curlers
		Theunis Cornelis
		Cornelis Viele
		Claes van Petten
		Jan van Neps
	2d default	Jan Rinckhout
The officer, G. Swart	2d default	Arenhout Cornelisz

[121] Schout van Marcken, plaintiff, against Piter Adriaentsz, Jan Neps,[1] Juffrouw Curlers, Cornelis Cornelisz Vilen, etc., defendants.

[1] Jan van Eps.

The plaintiff demands of the defendants the fines provided by ordinance for omitting and neglecting to fence in [their lands].

The defendants answer that the inconvenience of the season has prevented them from doing so and that no one has suffered any damage from it. However, they are ready to carry the same into effect and allege further reasons of excuse.

The plaintiff persists in his demand and requests enforcement of the ordinance. Furthermore, he says that they have no excuse, as they have had plenty of time to put up the fences.

The honorable court having heard the parties on both sides and taken into consideration the inconvenience of the season, order the defendants to carry out the ordinance according to their promise before the first of July next ensuing, without any exception. As to the impounding,[1] the defendants are ordered to agree with the plaintiff. In case of failure to agree, the honorable court will render judgment in the matter.

Idem, as attorney for Jan Labate, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant fl.200 in seawan.

The defendant denies that he owes the plaintiff fl.200 in seawan, but says that he delivered two ankers of gin and if these are not merchantable he offers to make good the loss, as he promised to do heretofore. Therefore, he maintains that he is not liable to further demands.

The honorable court having heard the parties on both sides order the defendant to deliver to the plaintiff two ankers of gin, good and merchantable, according to the current market price, within the space of 14 days, vacating hereby the attachment against the defendant moneys in the hands of Jaques Cornelisz.

Sander Leendertsz Glen, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

[122] The plaintiff demands of the defendant fl.116 in seawan for money disbursed.

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[1] *belangende het Schut;* literally, "Concerning the pound;" probably referring to charges for impounding stray cattle.

The defendant expressly denies the debt, saying that he paid it long ago, which he offers to prove by true accounts, and that he had a statement thereof put into the plaintiff's hands by Piter Loockermans, senior.

The honorable court having heard the parties on both sides order the plaintiff to show the account on the next court day, the fl.116 remaining meanwhile attached.

Herman Rutgers, plaintiff, against Jan Thomasz, defendant.

The plaintiff demands of the defendant fl.590:3 in beavers and fl.440:4 in seawan, according to his account.

The defendant does not accept the account, as the price of the beer is too high. Furthermore, he says that fl.1200 in beavers have been charged to his account which he never received.

The plaintiff offers to produce the testimony of those who helped to carry the beavers to the defendant's house.

The honorable court having heard the parties on both sides order the plaintiff according to his offer to produce proof on the next court day and order Volckert Jansz to appear also, on account of his presence when the beavers were received and on account of his partnership.

Pieter Bogardus, plaintiff, against Theunis Cornelisz, defendant.

The plaintiff asks that the defendant shall declare under oath that he did not enter into any plot with Juriaen Groenewout to overcharge the estate and that his account of five beavers is true and correct.

The defendant says that his account and claim are correct and refuses to take the oath for the present, availing himself of the option to do so on the next court day.

The honorable court grant the defendant permission to think the matter over until the next court day.

Pieter Adriaentsz, plaintiff, against Mr Jeremias van Rensselaer, defendant.

[123] The plaintiff demands of the defendant reimbursement of expenses and wages the same as Adriaen Appel has received

on account of his having at the instance and desire of Mr Jan Baptist van Rensselaer, his [the defendant's] brother, been held up in the year 1656, in carrying out the order of the director general, for which reason he was kept in confinement at New York for at least six weeks.[1]

The defendant maintains that he is not liable to satisfy the plaintiff and denies expressly that Adriaen Appel was paid for it. He claims that he, Appel, owes him money and keeps it back unlawfully. Also, that his brother suffered enough damage on account of it and doubts whether the plaintiff was not paid for it.

The honorable court having heard the parties on both sides order the plaintiff to prove that heretofore he has received no payment, or else to write about it to Mr Jan Baptist van Rensselaer.

Aelbert Andriesz, plaintiff, against Geertruyt Vosburch, his wife, defendant.

The plaintiff demands of the defendant annulment of their marriage contract, as he can not live with her, etc.

The defendant asks for a copy of the complaint, to make answer thereto within 24 hours.

The honorable court: *fiat Copia.*

Mr Scharpe,[2] attorney for Mr Jacob Vervanger,[3] plaintiff, against Hester Douwens,[4] defendant.

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[1] See *Docts. rel. to Col. Hist. N. Y.*, 14:355–56.

[2] John Sharpe, a public notary of New York. *See Minutes of the Executive Council*, 1:62, note.

[3] Jacob Hendricksen Varrevanger, surgeon at New York.

[4] *In Early Records of Albany*, 3:153, under date of March 12/22, 1666, she is called Hester Fonda, widow of Barent Gerritsz. Barent Gerritsz was killed in the second Esopus war, on June 7, 1663, when Hester Douwes was taken prisoner by the Indians. *Doc. rel. to Col. Hist. N. Y.*, 13:245–46. On April 29, 1664, Hester Douwese, assisted by her son, Douwe Gillis, and her daughter, Geertien Gillis, sold to Jan van Aken two distiller's kettles. *Early Records of Albany*, 1:347. It appears from these facts that Gillis Douwes Fonda was her

The plaintiff demands of the defendant, according to her obligation, fl.600, Holland money, with the interest thereof.

The defendant shows that she paid fl.68, Holland money, on account and [says] that at present she does not have any money to pay, having been ruined by the war. Also, that her husband is not liable for her debts, by virtue of their antenuptial contract.

The honorable court having heard the parties on both sides adjudge that her husband according to the antenuptial contract is not liable on her account. Therefore, the defendant is ordered to pay the plaintiff the sum of fl.600 demanded, with the interest thereof, less the amount that has been paid.

[124] Idem, plaintiff, against Piter Roode, defendant.

The plaintiff demands of the defendant by balance of accounts 7 beavers.

The defendant admits the debt and says that he paid to Willem Teller in maize, on account Paulus Andriesz, the sum of fl.68 in seawan.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the seven beavers demanded, less what has been paid, within the space of six weeks.

Willem Teller, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff says that he has caused the defendant's money in the hands of the schout to be attached, to the amount of 20 beavers, according to his account, and asks that the said attachment may be declared valid.

The defendant denies the debt and shows by her book that she has a counter claim.

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first husband and that the husband referred to in the minutes was her third husband. See also Pearson's *History of the Schenectady Patent*, p. 110, and the minutes of October 30, 1672, where the name of the third husband is given as Theunis Dirricx.

The honorable court order the parties to adjust accounts with each other.

Alida Verveelen, plaintiff, against Eldert Gerbertsz, defendant.

Dispute according to preceding minutes. The plaintiff still demands of the defendant fl.48 in beavers according to his bond.

The defendant answers as before that he paid in floor boards and other accounts.

The honorable court defer the matter until the defendant shall have written about it to the plaintiff's husband and received a reply, when judgment will be given.

Mr Jan Becker, standing within, presents a commission as notary[1] and requests permission to practice said profession and to take the required oath.

The honorable court: *fiat* the commission. Whereupon he took the oath of fidelity before the court.

[125] The gager is given further permission to gage and is hereby ordered to leave his irons home or to take them to the honorable officer's house when he goes working somewhere in the country.

Monsr. Rensselaer is given a preferential claim in the sum of 1½ beavers against the estate of the *drayer*,[2] Schout van Marcken and Jan Neps[3] being appointed curators of the said estate, as well as of the estate of Gerrit Theunisz, they being authorized to settle the same and to post notices to the creditors.

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[1] Apparently the commission granted by Gov. Lovelace on November 1, 1669. See *Early Records of Albany*, 3:21, and Munsell's *Annals of Albany*, 4:10. See also his commission as schoolmaster, *Annals of Albany*, 4:15–16.

[2] The wood turner.

[3] Jan van Eps.

Extraordinary session, Monday, May 2, 1670

Presentibus Mr de Laval and the honorable magistrates

demtis

Mr Abraham Staas *et*

Piter Meeusz Vrooman

Those of the Augsburg Confession present a petition complaining that they are looked at askance by the majority of the inhabitants of this place on account of their religion. Also, that a heavy burden has been put upon them, as they are not assessed equally with their neighbors, and that they have been unfairly dealt with in that their goods have been taken away from their houses. They request that their condition may be brought to the attention of the honorable governor, in order that means may be devised to bring about a good understanding between the magistrates and themselves and that they may not be treated like inimical persons, appealing to [our sense of] even handed justice and brotherly love and harmony, except [in matters affecting] their conscience.

The honorable court having examined and read the remonstrance and listened to their oral statement give for answer to the remonstrance that they can not find that the petitioners are assessed more heavily than their neighbors or fellow citizens, nor that they are looked at askance, and as to their goods having been seized as security, this has happened as a result of their obstinate refusal.

[126] Secondly, their honors have no doubt of the friendly intercourse and brotherly affection among them, unless such feelings were strange to the hearts of the petitioners.

Thirdly, the petitioners have never been denied equal justice.

It is resolved to write to the schout of Schaenhechtede that we have written to the honorable general of New York [and] that he, van Marcken, is to tell the Maquas that we shall communicate the answer as soon as we receive it. Also, that we can give them no further assurance but that they need not delay their canoes on that account. Furthermore, that we shall do all that is in our power to bring the matter to a peaceful conclusion.

It is also resolved to send to Schout van Marcken a renewal of the ordinance providing that no one of the inhabitants there shall be allowed to trade more than is required for his own needs, the remainder of the ordinance remaining in force.

It is resolved to give for answer to the petition of Geertruyt Vosburch that their honors have examined and inspected the writings on both sides and adjudge that each shall present an accurate account of the property which they owned during their marriage and of the debts which both sides incurred and have paid, whereupon each shall receive the just half of the property which is available, according to the marriage contract, which shall have its full effect.

[127] Ordinary session, Thursday, May 26, 1670

Presentibus omnibus

demto

Piter Meeusz Vrooman

Citations

Laurens van Alen	1st default	Symon Volckerts
Adriaen Arentsz	1st default	Symon Volckerts
Volckert Jansz		Piter, the Frenchman
Alida Schaets		Elbert Gerbertsz
Jan Andriesz		Meyndert Fredericx
Mr R. V. Rensselaer		Theunis Slingerl[t].
Jan Cornelisz		Eldert Gerberts
Saccharias Sicckels		Eldert Gerberts
Piter Bogardus	1st default	Theunis Cornelisz

Mr. Philip Schuyler says that he has had an attachment placed on fl.150 in seawan in the hands of Cornelis Theunisz, belonging to Jaques Cornelisz, for the benefit of Cornelis Bogardus, deceased, and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Volckert Jansz, plaintiff, against Piter, the Frenchman, defendant.

The plaintiff demands of the defendant 12 schepels of wheat and fl.1:16 in seawan, together with nine days' lost time for which he duly paid him.

The defendant acknowledges that he received the same, but says that the plaintiff in hiring him promised him 12 schepels of wheat and 2 lbs of tobacco in addition to his wages. Also, that he completed his term according to the agreement and the commencement of the new style,[1] which he offers to prove.

The plaintiff denies the defendant's allegations and says that he hired him according to the old style [calendar], offering to swear to his demand.

[128] The defendant, replying, also offers to take an oath.

The plaintiff swears that his claim according to his account is just.

The honorable court, having heard the parties on both sides and taken everything into account, and considering that the plaintiff has confirmed his claim under oath, order the defendant to pay the plaintiff the 12 schepels of wheat, fl.1:16 in seawan, and 9 days' work, as demanded.

Alida Verveelen, plaintiff, against Eldert Gerbertsz, defendant.

Dispute according to the preceding minutes. The plaintiff exhibits a letter from her husband, in which he declares the bond to be in full force. She therefore demands payment.

The defendant offers to swear that he delivered the boards as heretofore alleged and that he paid her husband the remainder of the account and in addition gave him two or three quarts of wine [to use] on his journey.

The plaintiff defers to the defendant's oath, which being taken the honorable court release the defendant from the demand

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[1] Apparently meaning: the commencement and expiration of the term, as reckoned according to the new style calendar, which was in use among the Dutch before the English occupation of the province.

but condemn him to pay a fine of fl.6 to the officer for his rash language.

Jan Andriesz, plaintiff, against Meyndert Fredericxsz, defendant.

The plaintiff complains that the defendant threw his account into the fire, notwithstanding the fact that he is indebted to him. He therefore demands a settlement and shall be glad to pay what he duly owes, but no more.

The defendant says that he properly kept book for Jan Dareth, deceased, and gives what is due to him to the poor from motives of sincere liberality.

The plaintiff is not willing to pay unless the defendant swears that his account is just.

[129] The defendant thereupon takes the oath. Accordingly, the honorable court condemn the plaintiff to pay the defendant the sum of fl.21 in beavers and fl.6 in seawan, less what has been paid, with costs.

Jan Cornelisz Root, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff asks that the defendant be again ordered to compare accounts with him in the presence of two good, impartial men, or even before the honorable court, as [ordered] in the preceding minutes.

The defendant answers that he requests a copy of the plaintiff's account and that he will then also deliver a copy of his account to the plaintiff.

The honorable court order the parties to deliver copies of their mutual accounts into the hands of the officer in the presence of the secretary, within the space of eight days.

The wife of Saccharias Sickels, plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff demands of the defendant the sum of fl.45 for wages and 4 schepels of maize.

The defendant admits that he owes the wages personally and is willing to pay them. Of the other item he says he knows nothing.

The honorable court having heard the parties on both sides order the defendant to go with the plaintiff to the house of Herman Gansevoort and to pay what he owes.

The honorable court, pursuant to the preceding minutes, order Aelbert Andriesz and Geertruyt Vosburch within the space of eight days to place a correct statement of their reciprocal accounts into the hands of two impartial men, Mr Adriaen and Jan Becker, in the presence of the secretary, for the purpose of having them examined by the honorable court, whereupon judgment will be given.

[130] Wynant Gerrittsz, standing within, requests the mediation of the honorable court in order that his partnership with Geertruyt Vosburch may once for all be absolutely severed and that the improvements on the saw-mill according to appraisement may be credited to him against the extra sawing.

The honorable court grant the petitioner's request.

It is resolved to draft a renewal and amplification of the ordinances against the profanation and desecration of the Sabbath and that under the penalty provided no more than 20, 25 or 30 Indians at a time may be given lodgings. Also to forbid the disorderly and inconvenient driving and riding through the place, whether with carts, or on horseback, under penalty of fl.25. Also to [order the inhabitants to] clear the streets in front of their houses of firewood, garbage and manure, within the space of eight days.

Extraordinary session, Thursday, May 2, 1670

Presentibus omnibus

demto

Piter Meeusz Vrooman

A petition is presented by the commonalty here, stating that to their great regret the trade at Schaenhechtede is subreptitiously engaged in [by the inhabitants there], contrary to the orders issued to them by the Honorable General Stuyvesant, which provided that they were to support themselves by the cultivation

of their land, as they had to promise before they were allowed to take possession thereof;[1] which trade is greatly to the prejudice of this place and tends to its ruin, etc.

[131] The honorable court, having duly considered the same, give for answer that they find the petition well founded and that the good intentions of the right honorable governor general with reference to the trade of the inhabitants of Schaenhechtede as far as their own needs are concerned are greatly abused and that this trade assumes such proportions that this place is seriously injured and prejudiced. Furthermore, that the inhabitants there subreptitiously and obreptitiously draw the trade unto themselves and induce the Indians not to come here, [even] in small numbers. Therefore, their honors refer the matter to the honorable general to take such action as he in his wisdom may see fit. Furthermore, the honorable officer is ordered provisionally to keep track of the wagons and horses going thither, which are to obtain a license before being allowed to depart, but without merchandise, to do business there, under penalty of fl.25 for the benefit of the officer and confiscation of the said merchandise. Likewise, those coming from there without a license from Schout van Marcken shall be mulcted in the same amount.

It is also resolved to write a letter about this to the honorable general and to recommend that such trading be stopped and prevented and provisionally to draft an ordinance about this to be affixed and published here and at Schaenhechtede.

[Ordinance]

Whereas the honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede are reliably informed not only that the inhabitants of Schaenhechtede plainly profess to trade with the Indians, which is directly contrary to the good intention of the right honorable general of New York, [132] who granted them permission to trade only as far as was neces-

[1] See Pledge to be signed by the settlers before they could obtain land, 1663, in *Doc. rel. to Col. Hist. N. Y.*, 13:244.

sary to satisfy their personal needs, but that by subreptitious and obreptitious means they sinisterly draw the trade to themselves and persuade the Indians on account of danger to keep away from here, which tends to the serious detriment and injury of this place, and furthermore that still others try with merchandise to go thither; Therefore, to provide herein, their honors aforesaid, as a matter of necessity and duty, in the name and on the part of his Royal Majesty of Great Britain, have forbidden, as they provisionally do forbid hereby, all inhabitants of Schaenhechtede and citizens of this place to transport themselves to Schaenhechtede with wagons or horses without having previously obtained a license from the honorable officer; likewise, from Schaenhechtede to come here without a license from the schout there, under penalty of a fine of fl.25 to be paid by the offender for the benefit of the officer. It is also forbidden to transport thither any merchandise required for the trade, on pain of confiscation of the said goods. To which end the officer is ordered strictly to enforce this ordinance and to proceed against all violators thereof according to the exigencies of the case.

[133] Ordinary session, Thursday, June 9, 1670

Presentibus omnibus

		Citations
Jan Gouw		Mr J. van Renssel[ae]r
Aelbert Andriesz		Geertruyt Vosburch
Sturm vander Zee		Paulus Jansz
Piter Bogardus		Theunis Cornelisz
Laurens van Alen		Symon Volckerts
Adriaen Aertsz		Symon Volckerts
Mr R. van Rensselaer	1st default	Theunis Slingerl[an]t
Davidt Schuyler	1st default	Jan de Wever
Jacob Glen	1st default	Theunis Slingerl[an]t
		Gerrit Claesz
	1st default	Jan Helmsz
	1st default	Luycas Pitersz
Marcelis Jansz	1st default	Luycas Pietersz

Theunis Cornelisz	1st default	Styntie Claes
	1st default	Maritie Peeck
Juriaen Theunisz		Roeloff Jansz
Andries Hansz		Matthys Coenraets
The honorable officer,		
G. Swart	1st default	Dirck Hesselingh
	1st default	Jan Conneel
		Evert Cornelisz
		Gabriel Thomasz
		Barent Aelberts
		Susanna Jans
		Anna Jans
	1st default	Cornelis Viele
Schout van Marcken		Symon Volckerts
	1st default	Cornelis Vielen
		Theunis Cornelisz
	1st default	Douwe de Vries
		Jan Rinckhout

Jan Cornelisz Vyselaer, plaintiff, against Mr Jeremias van Rensselaer, defendant.

The plaintiff says that he bought of the Mahicans an island called Pachanis,[1] heretofore used by him, situated up the river, and that the defendant plants and cultivates the said island, thereby disturbing the plaintiff in his possession.

[134] The defendant, in his capacity of director of the colony of Rensselaerswyck by virtue of his commission from the right honorable former [governor] general, Richard Nicolls, asks that the plaintiff show his license to purchase said island.

The plaintiff is willing to relinquish his claim if the defendant can prove that he bought the island in question before the date of his purchase.

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[1] Not identified. Probably located on the east side of the Hudson river, near the Poesten kill. See *Early Records of Albany*, 1:117–18.

The defendant shows by an extract from his book that he bought the said island at an earlier date [than the plaintiff] and offers to confirm this on oath. The defendant also shows the same by an affidavit and demands reparation for expenses.

The honorable court having heard the parties on both sides and having duly considered everything find that the defendant has the earlier deed. Therefore, the plaintiff can have no interest therein or possession thereof and the defendant is released from the plaintiff's demand.

Aelbert Andriesz Brat, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff hands in an answer to the petition of the defendant, his wife, and requests that the first judgment given in her favor without his knowledge be vacated.

The defendant insists on [confirmation of] the first judgment rendered by their honors on the 2d of May last.

The honorable court having heard the parties on both sides put over the case until the arrival of Mr de Laval, who sat with the court in the matter.

Sturm van der Zee, plaintiff, against Paulus Jansz, defendant.

The plaintiff demands of the defendant 25 schepels of wheat due on a cow.

The wife of the defendant appearing maintains that she is not bound to pay as no heifer calf was delivered with the cow according to the agreement.

[135] Schout van Marcken, standing within, declares that the agreement between them is that the cow must be delivered with a heifer calf by her side.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff 15 schepels of wheat and ½ beaver for a shirt, according to her own confession.

Pieter Bogardus, plaintiff, against Theunis Cornelisz, defendant.

Dispute according to preceding minutes. The plaintiff asks that the defendant shall declare under oath that the account

against the estate of Maritie Thomasz, deceased, is duly due to him.

Whereupon the defendant has sworn that he has acted in good faith in regard to the account in question and also with Juriaen Groenewout and that the five beavers are duly due to him. He therefore requests reimbursement of expenses.

Laurens van Alen, plaintiff, against Symon Volckerts, defendant.

The plaintiff demands of the defendant fl.70 in beavers and fl.12 in seawan and a schepel of pease.

The defendant admits the debt and asks for an account.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.70 in beavers, fl.12 in seawan and a schepel of pease demanded, provided that the plaintiff deliver to the defendant a correct account.

Adriaen Arentsen, plaintiff, against Symon Volckerts, defendant.

The plaintiff demands of the defendant 29 beavers for wages, and as he is about to depart for *patria*, he requests payment.

[136] The defendant admits the debt and says that he sold two cows on account of it, which are to be paid for in the coming month of July, and that he will also take care of the remainder, up to the full amount.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 29 beavers demanded, with costs.

Juriaen Theunisz, plaintiff, against Roeloff Jansz, defendant.

The plaintiff demands of the defendant 14 schepels of wheat and fl.47:6:8 in seawan for goods received.

The defendant admits the debt, but says that he gave the plaintiff an order on a certain person who has disappointed him.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum demanded within the space of six weeks.

Schout van Marcken, plaintiff, against Symon Volckerts, defendant.

The plaintiff demands of the defendant for the care of six [stray] horses six guilders per horse.

The defendant answers that his horses broke out of the stable during the night and have not done any damage on any one's land. He maintains therefore that he is not liable to pay.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff fl.36 in seawan, because he has neglected to settle with the plaintiff.

Idem, plaintiff, against Theunis Cornelisz, defendant.

The plaintiff requests authority to proceed to execution regarding 19 schepels of wheat, on account of his having bought a quantity of wheat at vendue of Sweer Theunisz.

[137] The defendant requests delay, to pay in the fall.

The honorable court having heard the parties on both sides leave the matter to the pleasure of those to whom the money is due; otherwise, *fiat* the request for authorization to proceed to execution.

Idem, plaintiff, against Jan Rinckhout, defendant.

The plaintiff demands of the defendant the balance due on some bargain made between Hans Encluys and the defendant.

The defendant's wife appearing, says that she has a counter claim for a payment made for him to Aques Cornelisz for liquor received.

The plaintiff replies that if Aques Cornelisz says that he received the amount, he will credit him [the defendant] with it in his account.

The honorable court having heard the parties on both sides defer decision until they see the account of Aques Cornelisz, when judgment will be given. Hans Encluys is to appear on the next court day.

The honorable officer, G. Swart, plaintiff, against Evert Cornelisz, defendant.

The plaintiff demands of the defendant the fine according to ordinance for having fought with Jan Cornelisz.

The defendant answers that he was not the cause of it and that he had to defend himself.

The honorable court having heard the parties on both sides order the officer to have Jan Cornelisz cited to appear also on the next court day.

Idem, plaintiff, against Gabriel Thomasz, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having brought some savages and a pack of beavers from the strand.

[138] The defendant answers that he received but six beavers in payment of a debt and that he did not provide the Indians with lodgings. He offers to prove this.

Idem, plaintiff, against Anna Jansz, defendant.

The plaintiff demands of the defendant the fine provided by ordinance, for having beaten the person of Susanna Jans until she was black and blue.

The defendant answers that she had good reason for it as she suffered great affronts from the said woman.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.12 in seawan, with costs.

Idem, he gives notice of an attachment against the money of Jocchum Ketel in the hands of Douwe Fonda. He requests that the attachment may be declared valid and that he may levy the same to satisfy a certain judgment that is in his hands.

The honorable court grant permission to levy the money in the hands of Douwe Fonda.

Wynant Gerritsz, standing within, says that he paid the officer for the half of the mill purchased by him at vendue for the benefit of Geertruy Vosburch and requests a receipt for it.

The honorable court order the honorable officer to give a receipt therefor to the said Wynant Gerritsz.

[139] Ordinary session, Thursday, June 23, 1670

Presentibus omnibus

demto

Piter Meeusz

Citations

Volckert Jansz		Director J. V. Renselaer
Herman Bastiaensz		Jan Cornelisz
Jan Cornelisz		Eldert Gerbertsz
		Juriaen Groenewout
Herman Rutgers		Jan Thomasz
Tryntie Staas	1st default	Theunis Dirricxsz
Jacob Glen	2d default	Jan Helmsz
	1st default	Theunis Dirricxsz
	1st default	Hendrick Vermeulen
	2d default	Theunis Slingerlant
		Leendert Philipsen
Non comparuit Marcelis Jansz		Luycas Pieters
Volckie Visbeeck		Dirckie Martens
Paulus Jansz	1st default	Aelbert Andriesz
The honorable officer, G. Swart		Dirck Hesselingh
		Jan Conneel
		Evert Cornelisz
		Jan Clute
		Gabriel Thomasz
		Jan Bruyn
		Leendert Philipsen
The schout of Schaenhechtede		Jan Rinckhout
	1st default	Douwe de Vries
	1st default	Gerrit Bancker
	1st default	Piter Roode

Tryntie Claes gives notice through the court messenger that she has caused three heavy beavers belonging to Hendrick

Meeusz, in the hands of Dirck Wessels, to be attached and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Volckert Jansz and Jan Thomasz, plaintiffs, against Mr Jeremias van Rensselaer, defendant.

[140] Volckert *non comparuit.* The plaintiffs say that they bought a farm of his brother, Jan Baptist van Rensselaer, situated on Paepsknee[1] and that it appears from the contract that the pasture land lying there also belongs to them in common as heretofore and that now a part thereof is being brought under the plow, to their considerable damage.

The defendant answers and complains that Volckert has behaved offensively toward him and insulted him with foul language, curses and oaths. Also, that Jan Thomasz has sought to injure his farmer, Cees Oom,[2] with a sharp weapon, which he maintains is an affront offered to himself. As to the complaint about the pasture, he requests a copy thereof to make answer thereto on the next court day.

Jan Thomasz replying in the absence of Volckert says that the defendant was the cause of such treatment.

The honorable court having heard the parties on both sides order the plaintiff to deliver a copy of their complaint to the defendant to make answer thereto on the next court day, when Volckert Jansz is personally to appear also.

Herman Bastiaensz, plaintiff, against Jan Cornelisz, defendant.

The plaintiff demands of the defendant 7½ beavers for 5000 brick sold to him, less what has been paid on account, and requests payment of the remainder.

The defendant admits the debt, but says that he bought the brick for Eldert Gerbertsz.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 7½ beavers demanded, less what has been paid, and this within the space of six weeks, on pain of execution.

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[1] Papscanee Island, opposite Albany

[2] Cornelis Theunissen van Vechten.

Jan Cornelisz,[1] plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff says that he has been ordered by your honors to pay to Herman Bastiaensz 7½ beavers for brick which he delivered on account of the defendant. He requests that he be reimbursed.

[141] The defendant answers that he has been cited but does not know why.

The honorable court having heard the parties on both sides order them to adjust accounts with each other and in case of dispute to appear before the honorable court to hear judgment given in the matter.

Idem, plaintiff, against Juriaen Jansz Groenewout, defendant.

The plaintiff complains that the defendant has caused an attachment to be placed on 175 boards of his in the hands of Frans Pietersz at Kinderhoeck and requests permission to remove the same.

The defendant answers that they are his boards and that they were some time ago transferred to him by the plaintiff through Frans Pietersz and appeals to the testimony of the court messenger, who declares that they were conveyed to the defendant. It also appears from an affidavit of Jacob Engel that the wife of Frans Pietersz confesses that the boards belong to the defendant.

The honorable court having heard the parties on both sides find according to the testimony that the boards in question belong and were first delivered to the defendant, who is hereby authorized to receive the same, the plaintiff being free to bring such action against Frans Pitersz as he shall deem best.

Idem, plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff demands of the defendant payment of the bill rendered to him.

The defendant says that it is not a valid account as they several times settled accounts with each other, but that it is a fictitious account which does not appear in any books.

The honorable court having heard the parties on both sides

[1] Jan Cornelissen Roodt. *Early Records of Albany*, 3:314.

order them to settle their accounts with the help of arbitrators on Monday next, for which purpose the honorable officer, G. Swart, Mr Adriaen and the secretary are requested and authorized to act as mediators to settle the matter if possible; if not, to report to their honors in order that judgment in the matter may be given.

[142] Herman Rutgers, plaintiff, against Jan Thomasz, defendant.

The plaintiff demands of the defendant satisfaction of fl.446 in beavers and fl.439 in seawan, according to his bond.

The defendant admits the debt, but requests extension of time, having goods wherewith to supply the money.

The plaintiff, replying, says that he intends to depart for *patria* and must have his money.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sums demanded, both in beavers and in seawan, within the space of six weeks.

Jacob Sandersz Glen, attorney for his lords and masters, plaintiff, against Leendert Philipsen, defendant.

The plaintiff demands of the defendant according to his obligation and special bond fl.1137 in beavers and asks for the payment of the principal with the interest thereof.

The defendant admits the debt, but says that he is unable to pay.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.1137 in beavers demanded, with the interest thereon, according to the obligation, with costs.

Marcelis Jansz, plaintiff, against Luycas Pietersz, defendant.

The plaintiff demands of the defendant for articles of food and liquor received the sum of fl.209:1 in seawan.

The defendant says that he owes but fl.159:1 and that he paid the rest. Furthermore, he says that the claim is fraudulent and that he can prove it and that the plaintiff lies.

The honorable court having heard the parties on both sides order the plaintiff to prove on the next court day that he is entitled to the remainder which the defendant denies he owes.

[143] The honorable officer, plaintiff, against Dirck Hesselingh, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having last April taken with him from the strand an Indian with a pack of beavers.

The defendant admits that he did so, but only to secure payment of his debt and no more and maintains that he is not liable to pay the fine.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.25 in seawan.

Idem, plaintiff, against Jan Conneel and Evert Cornelisz, defendants.

The plaintiff demands of the defendant the fine according to the ordinance for having fought with each other.

Evert Cornelisz answers that Jan Conneel struck him first and caused the fight.

Jan Conneel says that if the plaintiff proves that he struck him first, he is ready to pay the entire fine.

The honorable court having heard the parties on both sides condemn each of the defendants to pay the plaintiff the sum of fl.12 in seawan.

Idem, plaintiff, against Jan Conneel, defendant.

The plaintiff demands of the defendant one beaver for school money and fl.10 in seawan on account of previous fines.

The defendant admits the debt and is willing to pay if he only receives what is due him.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the beaver and the fl.10 in seawan demanded.

Idem, plaintiff, against Gabriel Thomasz, defendant.

[144] The plaintiff demands of the defendant the fine according to the ordinance for having taken with him an Indian with a pack of beavers and provided him with lodging during the night.

The defendant admits that he did so, but with no other intention than to collect his debt.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.25 in seawan.

Idem, plaintiff, against Jan Hendricksz Bruyn, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having found five Indians in his house who had slept there all night and who had entered his house from the rear, which he offers to affirm upon oath.

The defendant answers that if the plaintiff proves it or will affirm it upon oath he is willing to pay the fine.

The plaintiff takes an oath that it is true that the said Indians two or three hours before day-break were lying in the defendant's house.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fine according to the ordinance.

Schout van Marcken, plaintiff, against Jan Rinckhout, defendant.

Dispute according to the preceding minutes. The plaintiff demands of the defendant the balance of the account on account of Hans Encluys.

The wife of the defendant, appearing, persists in her previous allegations.

The honorable court having heard the parties on both sides confirm their previous judgment under date of the 9th of the current month of June.

[145] Idem, requests authorization to levy execution against Piter Roode on account of some arrears of payment due for some wheat in the field, bought at public sale, belonging to Sweer Theunisz.

The honorable court: *fiat requisitum.*

Sturm vander Zee, standing within, says that he has had an attachment placed on a cow running in the pasture of Piter

Winnen, in which Paulyn Jans has a half interest. He requests that said attachment may be declared valid.

The honorable court: *fiat.*

Eldert Gerbertsz, standing within, says that he has had fl.37 in the hands of Juriaen Theunisz, belonging to Jan Smit, who was drowned, attached and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

The honorable court have executed a bond in favor of the deaconry here in the sum of fl.600, in good strung seawan, payable before next New Year, said money being advanced to their honors to pay the minister.[1]

It is resolved to frame an ordinance to the following effect:

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, knowing not only from the reports of others, but also from their own observation of the recent small troop of Indians, that the ordinances heretofore issued are not observed in accordance with their tenor by any of the inhabitants who make a business of trading, but that they follow their own whims and notions as to giving lodgings to the Indians and running up the hill to meet them on their arrival, all of which tends to the prejudice of the commonalty; and furthermore that they sin boldly because the officer can not keep an eye on all places at once; therefore, their honors aforesaid, as a matter of necessity and duty, and in order to prevent all such inconveniences, hereby, in the name and on the part of his Royal Majesty of [146] Great Britain, once more expressly prohibit and enjoin all and singular of those who are engaged in the trading business, of whatever quality they may be, from providing lodgings to any Indians with packs of beavers, except in such numbers as was permitted by the former ordinance, or from running up the hill to induce the Indians to come to their houses, under the penalty of fl.50 to be paid by the offenders for the behoof of the honorable officers, G. Swart and Capt. Parker, the latter of whom is

[1] The Rev. Gideon Schaets.

authorized and requested to assist the officer with two or three soldiers. For which purpose all those whom this may in any wise concern are ordered in such cases to open their doors to the said Capt. Parker and to obey him, in order that he alone or with the schout may make an inspection and examination, upon refusal of which they are to guard themselves against loss. *Actum* at the meeting of the above mentioned magistrates, etc.

[147] Ordinary session, Thursday, July 7, 1670

Prestentibus omnibus
demtis
Jan Verbeeck *et* Pieter Meeusz

Citations

Jacob Sandersz		Theunis Slingerlant
Eldert Gerbertsz		Jacob Jansz Flodder
Jan Cornelisz	1st default	Jan Bronck, Eldert Gerbertsz
Pieter Bogardus		Juriaen Groenewout
Johannes Provoost	2d default	Theunis Dirrixsz
Juffrouw Luyda	1st default	Geertie Cornelisz
Jacob Sandersz	1st default	Jacob Flodder
	2d default	Hendrick Vermeulen
	1st default	Theunis Dirrixsz
Willem Hoffmeyer		Herman Bastiaensz
Geertruyt Vosburch		Barent Aelberts
Ryck Claesz	1st default	Eldert Gerbertsz
Hans Jansz		Jan Rinckhout
The honorable officer, G. Swart		Johannes Witthart, Andries Aelberts, Juriaen Theunisz

Jacob Sandersz Glen, attorney for his lords and masters, plaintiff, against Theunis Slingerlant, defendant.

The plaintiff demands of the defendant according to his obligation and special bond fl.180 in beavers, which includes the interest, and requests payment thereof.

The defendant admits the debt, but asks some reduction of the interest.

The plaintiff, replying, says that if the defendant pays promptly he will remit the interest.

[148] The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.180 in beavers demanded within the space of four weeks.

Eldert Gerbertsz, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant according to his bond fl.700, less what has been paid thereon.

The defendant answers that he does not have his account with him, but admits that he owes him some money.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff according to his proper account, less what has been paid.

Jan Cornelisz, plaintiff, against Eldert Gerbertsz, defendant.

Dispute according to the preceding minutes. The plaintiff demands of the defendant payment of such arrears as he is entitled to and as shall be found due by the honorable court.

The defendant, answering, requests that the plaintiff be ordered to show the books from which he has extracted his account, as he has found several mistakes. He exhibits an affidavit of Paulus Martensz, showing a mistake of ten days. He will reply to the other items when the books may be examined, as the account is made up out of his own head.

The honorable court submit the issue to the oath of the plaintiff, [asking] whether he would be willing to swear to his account, to which he answers: Yes.

The defendant objects to the oath and requests that [the plaintiff] do not take it, as he will prove the contrary.

The honorable court having heard the parties on both sides order the defendant to produce evidence to the contrary on the

next court day, on pain of having judgment given against him by default.

Pieter Bogardus, plaintiff, against Juriaen Jansz Groenewout, defendant.

[149] Case according to preceding minutes. The plaintiff requests according to his petition cancellation and annulment of what has been done in the matter of the estate of Maritie Thomasz, deceased,[1] as he was misled.

The defendant requests a copy of the petition to make answer thereto on the next court day.

The honorable court, *fiat* copy, to answer the same on the next court day.

Juriaen Jansz Groenewout, plaintiff *in reconventio*, against Pieter Bogardus, defendant *in conventio*.

The plaintiff demands of the defendant for a cow bought of him fl.68 in beavers and for a churn, milk tubs and a brass-bound bucket eight guilders in beavers. Furthermore, restitution of a flat-iron loaned to him.

The defendant answers that the cow was appraised only at six beavers, of which he paid three beavers to the estate.

The honorable court will inquire of their fellow magistrate, Verbeeck, how the appraisal was made.

Jacob Glen, plaintiff, against Herman Bastiaensz, defendant.

The plaintiff demands of the defendant fl.25:12 in beavers for merchandise received.

The defendant denies the debt and says that he paid in wages [due him].

The honorable court having heard the parties on both sides condemn the defendant to pay to the plaintiff the fl.25 in beavers demanded according to just account.

Wyntie Cornelisz, plaintiff, against Aelbert Andriesz, defendant.

The plaintiff demands of the defendant the sum of fl.60:6 in beavers for wages earned.

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[1] Maritie Thomas Mingael. See the agreement regarding the settlement of her estate in *Early Records of Albany*, 3:308–9.

The defendant answers that the plaintiff, being at that time his servant girl, through her carelessness has allowed various goods to be stolen from him and that he nevertheless paid her 1½ beavers, so that he owes her nothing, but rather that money is due to him.

[150] The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.60:6 in beavers demanded and this for the reason that the defendant should have proved such loss sooner.

Aelbert Andriesz, standing within, gives notice of an attachment placed by him on the money of Geertruyt Vosburch, in the sum of fl.250 in seawan, in the hands of Barent Aelberts and requests that the same may be declared valid.

The honorable court: *fiat.*

Willem Hoffmeyer,[1] plaintiff, against Herman Bastiaensz, defendant.

The plaintiff demands of the defendant 60 boards in payment of the balance of the rent of his islands.

The defendant admits the debt, but asks for some rebate, as during the high freshets the islands were covered with drift wood, which at great expense and trouble he had to cart away.

The honorable court having heard the parties on both sides condemn the defendant to pay to the plaintiff 50 boards.

Hans Jansz Eencluys, plaintiff, against Lysbeth Rinckhouts, defendant.

Case as set forth in the preceding minutes. The plaintiff demands of the defendant 52 schepels of wheat, less what has been paid on account.

The defendant produces an account of Aques Cornelisz amounting to fl.72 for wine fetched and drunk at her house at Schaenhechtede by order of the plaintiff, which she offers to prove.

The plaintiff denies that he ordered so much liquor but ad-

[1] Willem Hoffmeyer was appointed "Corne Meeter," or grain measurer, at Albany, June 13, 1670. Munsell's *Annals*, 4:18.

mits having ordered a pint or a quart of brandy, not knowing exactly how much, but not more.

The honorable court having heard the parties on both sides condemn the defendant to pay to the plaintiff the 52 schepels of wheat demanded, less the wheat which was paid to Pieter Oom, with the freight thereof and a quart of wine.

The honorable officer, G. Swart, plaintiff, against Johannes Witthart and Andries Aelberts, defendants.

[151] The plaintiff demands of the defendants the fines according to the ordinance for having given lodgings to three Indians with packs of beavers.

The defendants expressly deny this, saying that the Indians had two or three beavers, but were not provided with lodgings and have only been in the back yard, in a small compartment.

The honorable court having heard the parties on both sides condemn the defendants to pay the fines by virtue of the ordinance according to their own confession that the Indians have been in their back yard or in a small house standing on their lot.

Idem, plaintiff, against Juriaen Theunisz, defendant.

The plaintiff asks that he may receive six oaken planks which the defendant fished up.

The defendant answers that he fished up but five planks, the sixth being in the bog, but that he took great pains in getting them, aside from the expense of carting.

The honorable court having heard the parties on both sides order the defendant to pay to the poor six guilders, and to keep the rest himself, provided that he is to pay the costs of court.

Volckert Jansz and Jan Thomasz, plaintiffs, against Mr Jeremias van Rensselaer, defendant.

Case as set forth in the preceding minutes. The plaintiffs persist in their former demand, saying that the defendant takes control of the pasture land and therefore takes the bread out of their mouths.[1]

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[1] *haer het vlees uyt den pott neemt;* literally: takes their meat out of the pot.

The defendant answers that the plaintiffs have stolen his soil from the pasture and requests a copy of their complaint in order to answer the same in writing on the next court day. He also demands reparation of his honor, because Volckert curses him and says that he takes the bread out of his mouth.

The honorable court having heard the parties on both sides [152] order the plaintiffs to deliver a copy of their complaint into the hands of their opponent to answer the same on the next court day.

Eldert Gerbertsz, standing within, requests the remainder of the payment due to him from Aques Cornelisz, according to the warrant of execution, which payment Sander Leenderts has attached. He protests therefore against the delay in receiving his money and because Sander aforesaid does not prosecute his case in connection with the said attachment as he should.

The honorable court order the schout of Schaenhechtede to collect the said payment according to the given authorization and to have the same brought here as soon as possible, reserving the right of Sander Leenderts to prosecute his action against the person of Eldert Gerbertsz in such way as he shall deem most advisable.

Extraordinary session, Saturday, July 16, 1670

Presentibus the honorable:

Mr Abraham
Mr R. V. Rensselaer
Mr Jan Verbeeck
The honorable schout, Swart

Between the 14th and 15th of this month of July, during the night, a great disturbance was caused by one Jan Dirricxsz, servant of Herman van Gansevoort, who is at present kept in confinement because he severely wounded a squaw in the head, without any reason, as the Indians say. The honorable officer therefore requests that the said prisoner, Jan Dirricxsz, may be

examined and questioned about this matter by the honorable court.

Jan Dirricxsz, appearing, confesses without torture or irons that he was awakened by his master from his sleep and that in ill humor he struck a squaw who was in the yard with a broomstick on the head, but that he did not intend to hurt her so badly and that the squaw gave him no occasion for it.

The honorable court are informed that the prisoner at the time that he committed the [153] crime confessed that his master, Herman van Gansevoort, ordered him to drive the squaw forcibly out of the yard, which he expressly denies, persisting in his preceding allegations, notwithstanding the threat of being subjected to torture.

The honorable officer, as guardian of the law, asks that the criminal in accordance with his own confession be fined according to the ordinance and subjected to arbitrary punishment, as an example to all evil-doers, and that he may have the custody of his person, or security for the satisfaction of the judgment, all *cum expensis*.

Herman van Gansevoort, standing within, gives bail for the appearance of the criminal before the honorable court on the next court day, when judgment in the matter will be given.

Extraordinary session held in Fort Albany
Wednesday, July 20, 1670

Presentibus: the Right Honorable General Franics Lovelace
Capt. de Laval and Capt. Willet
Mr Jeremias van Rensselaer
and all the magistrates

demto

Pieter Meeusz Vroman

There was presented a petition of Paulus Jansz, praying for a parcel of land lying in the colony of Rensselaerwyck.

Granted for apostil that the matter is referred to Mr Jeremias van Rensselaer.

Willem Bout presents a petition setting forth that his horses at the sawmill, through lack of adequate fences, sometimes get into the fields of the farmers. He protests against their being then impounded to his great loss.

[154] Whereupon an apostil is made that two impartial men will be chosen to view the fences to ascertain whether they are sufficiently strong or not.

A petition is presented by Lambert van Valckenburch, praying for a small lot on the hill.

Answer given by way of apostil that there is no room there and that the space is reserved for a passage way, but if he wishes to have a lot laid out along the street, toward the north, the honorable magistrates will favor him therewith.

A petition is presented by Mr Jan Verbeeck, praying for a lot on the hill, above Jocchum, the baker.

Whereupon the following apostil is granted: The right honorable general after inspection of the place is of opinion that there is no room for a lot, as Jocchum, the baker, has exceeded his measure,[1] but the petitioner will be given by the honorable magistrates the choice of several vacant lots.

A petition is presented by Jan Gou[2] with a certificate showing that a parcel of land was granted to him by the Indians situated between Cahoos and the plowed land of Turkeyen, in the colony.

Whereupon an apostil is granted that the right honorable general authorizes the magistrates to speak to Mr Rensselaer about it, [asking him] to let the petitioner enjoy the said land, or to give him another piece instead that is equally good.

It is also resolved by the right honorable general and the council to revoke and annul the commissions obtained by some persons, namely, to measure grain, to keep school to the exclusion

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[1] Jochum, the baker, had a double lot. He built upon one half of it. The other half was granted on October 22, 1670, to Thomas Delavall. See Munsell's *Annals*, 4:20–21.

[2] Jan Cornelissen Vyselaer.

of others, to geld horses and to practice midwifery, as the same have been solicited by persons without proper qualifications.

[155] Extraordinary session held in Fort Albany
Thursday, July 21, 1670

Presentibus ut ante

A petition is presented by the tavernkeepers, which the right honorable general refers to the honorable magistrates.

His honor has also granted a commission under his hand to Anthony le Pinard,[1] granting him permission to bake here.

A petition is presented by Wynant Gerrittz, whereupon answer is given that he is to go to Mr Rensselaer and to make a new contract with him.

Maria Tellers, wife of Willem Teller, plaintiff, against Domine Schaets, defendant.

The plaintiff demands of the defendant payment of a note and according to the conveyance granted to her by Mr van Ruyven, administrator of the Company, a negro, presenting many arguments and exhibiting all her documents and papers.

The defendant answers that the Right Honorable General Nicolls granted and gave him the negro as a special favor in payment of the arrears due him by the Company and alleges further that he has received not nearly the full amount thereof.

The right honorable general having heard the parties on both sides and examined the documents in the matter of the dispute about the negro, decides and adjudges with the advice of his council that the negro shall remain in the possession of Domine Schaets, according to the order of the Honorable General Nicolls, provided that if some revenues of the Company become available, [156] the fatherless children of the plaintiff shall be favored and have the preference, as soon as his honor receives order to pay the same.

Roeloff Swartwout, plaintiff, against Sturm van der Zee, defendant.

[1] Anthony l'Espinard.

The plaintiff demands of the defendant in beavers, by balance of accounts, fl.657, which includes the interest, and requests payment thereof, as he owes the amount to the children of his wife's former husband, Anthony de Hooges, deceased.[1]

The defendant answers that the plaintiff sold him the house upon condition that there was to be no lien upon it, but that he afterwards found this not to be the case and denies expressly that he owes any rent, as he has several times been ready to pay off the principal, but that he was prevented from doing so by the guardians,[2] Slingerlant and Barent Alberts.

The right honorable general, with the advice of his council, having heard the parties on both sides, condemns the defendant to pay the plaintiff the sum of fl.400 in beavers, being the principal, to which end the plaintiff is to place the security offered into the hands of the secretary.

Extraordinary session held in Fort Albany
Tuesday, July 26, 1670

Presentibus ut ante

It is submitted for deliberation whether the inhabitants of Schaenhechtede shall enjoy freedom of trade with the Indians, or whether they shall be completely deprived thereof, or whether they shall be allowed to trade with certain restrictions.

[157] After careful deliberation and consideration of this matter, the right honorable general, with the advice of the honorable council, decides and adjudges that if those of Schaenhechtede obtain freedom of trade, this place will entirely run down. Secondly, that the community there, being small, might by the coming of a large troop of Indians be surprised, in which case great complaints would be heard and the entire country be imperiled.

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[1] Anthony de Hooges died in 1655. His wife was Eva Bradt, who married, August 13, 1657, Roeloff Swartwout.

[2] Meaning the guardians of the minor children of Albert Andriessen Bradt, the father of Eva Bradt.

Thirdly, it does not appear that their privileges to which they refer imply such freedom of trade. But in order to show our good will toward them, consent is hereby given that if any poor people living there need any necessaries for trading, such as Nuremberger goods, stockings and shoes, these shall be furnished them by the honorable magistrates. Furthermore, those of Schaenhechtede shall enjoy the privilege of a free burgher to come here to trade in the same way as others, regarding which an ordinance shall be drawn, providing a penalty for violation thereof. Upon the petition of the burghers his honor can not act until the same has been communicated to the magistrates of New York.

It is also resolved by his honor and the council that if the honorable magistrates levy any taxes for the benefit of the place, those who refuse to pay shall be punished according to the exigency of the case.

The Right Honorable Colonel Francis Lovelace, governor general, and the councilors of New York, together with the honorable magistrates of Albany, [158] to all those who shall see these or hear them read, greeting. Whereas the council has examined and considered the petitions and proceedings in the matter of the trade with the Indians at Schaenhechtede, from which it is concluded and expected that this place, Albany, would be greatly prejudiced; and considering further that the community of Schaenhechtede, being still very weak, would be insufficient to withstand the attack of large troop of Indians and consequently that the same would cause great complaint here and constitute a peril for the entire country;

Secondly, that their privileges do not call for such prerogatives and rights as they claim;

Therefore, the right honorable general and the councilors aforesaid, in view of the above considerations, expressly prohibit and forbid all the inhabitants of Schaenhechtede, whatever their quality may be, to trade either directly or indirectly with the Indians by means of any trading goods, under penalty of fl.300, to be applied to the benefit of the officers.

But in order to show our good will toward them, permission is hereby granted to some poor people to live there to purchase here some Nuremberg goods for purposes of barter there, on condition that this shall be done with the knowledge of the honorable magistrates and that each time they shall obtain a license therefor from the honorable officer; in default whereof their goods will be confiscated.

Also, that the inhabitants of Schaenhechtede shall like other burghers enjoy the privilege of free trading here.

[159][1] Extraordinary session held in Albany Wednesday, July 27, 1670

Presentibus ut ante

Hilleken Broncx, appearing with her son, exhibits some affidavits showing that the land situated at Kocxhaxki as far as Styffsinck,[2] belongs to her, and requests that the ownership of that part of the land may be confirmed to her by patent.

Jan Clute representing the other patentees, says that the land claimed by Hilleken Bronck does not belong to her, but

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[1] Between pages 158 and 159 there is inserted a fragment of the original rough minutes of the court, containing on one side the first part of the minutes of November 10, 1670, and on the other the following entries:

Elias van Ravenstyn, plaintiff, against Willem Nottingham, defendant.

Case according to the preceding minutes. The plaintiff persists in his former complaint and demands reparation of honor. Also that the defendant may receive the same punishment that he would receive if he were found guilty of the deed, hereby putting down his foot.

The defendant produces an affidavit of Jan Conneel, which the honorable court take into consideration.

The honorable court once more order the defendant to bring further and clearer proof on the next court day; otherwise their honors will proceed to judgment.

Andries de Vos requests by petition that on account of his advanced age and his small earnings he may for ever after be exempt from the slaughter excise.

The honorable court give for apostil: *Fiat* the petitioner's request.

[2] Also written "Steeffsinck." See *Early Records of Albany*, 2:117.

was purchased and paid for by them according to the bill of sale which they have.

The right honorable general and council having heard the parties on both sides and carefully examined and considered the documents in the case adjudge and decide that the land in question belongs to Jan Clute and his partners, the evidence produced by the said Hilleken Broncx being insufficient. Therefore, the respective parties shall regulate themselves according to their patents.

It is resolved to post a notice that no one shall be permitted to purchase land from the Indians without lawful consent from the honorable magistrates.

Geertruyt Vosburch, appearing, requests once more that she may enjoy the effect of the marriage settlement made with her husband, Aelbert Andriesz.

Her husband, appearing also, answers that she does not do what a wife ought to do and that in his opinion she is not entitled to a penny.

[160] The parties having thereupon been asked among other things whether they were not willing to agree and to keep house together, they answered: No. It is therefore decided that the household effects and property of both parties shall be sold for the payment of the debts, except the property of the orphaned children, and this within the space of 14 days.

Pieter Bogardus, plaintiff, against Juriaen Jansz Groenewout, defendant.

Case according to preceding minutes. The plaintiff persists in his demand and requests that their agreement may be annulled, as the defendant has defrauded him a good deal.

The defendant answers and persists in his previous answer that he has not done it intentionally and is willing to swear to it.

The right honorable general and council having heard the parties on both sides, examined the documents and taken everything into consideration, adjudge and decide that the defendant shall pay the plaintiff once for all thirty whole beavers and this

for the reason that several mistakes are found in his accounts; wherewith their suit is terminated. The defendant is to pay the said beavers to the plaintiff in instalments, to wit, every six months ten beavers, until complete satisfaction is made. The costs of the suit the defendant is to pay also.

[161] A petition is presented by Roeloff Swartw[ou]t, complaining that his money in the hands of Sturm van der Zee has been attached by Aelbert Andriesz.

Whereupon it is resolved to give for answer that the petitioner may take said money, provided he give security that he will render an account to Aelbert Andriesz.

Magister Fabricius, appearing, declares before the full council that last year he committed an offense[1] against the gentlemen of the court and that he is sorry. He further promises to take care that in the future he will not give cause for discontent.

Copy of a resolution under the hand of the right honorable general in the matter of the land of Canastagioene, dated July 28, 1670

In the case and dispute about the land of Canastagioene between Maritie Daemen on one side and Jan Clute on the other, concerning the settlement or hamlet,[2] the right honorable general with the advice of the council orders Maritie Daemen and Jan Clute to build their houses near together and to inclose them in a common fence, with this reservation that Jan Clute opposite his island shall receive from Maritie Daemen in free ownership a parcel containing six morgens of land, being at the extreme end of her land, and that in return for this Maritie Damen shall have

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[1] *dat hy verleden Jaer een abuys heeft gecommitteert.* In the governor's order for his suspension, dated April 11, 1670, it is stated that "he intrenched upon y^e^ Civill Authority there." See Munsell's *Annals*, 4:13–14.

[2] *de byeenwooninge off buurte.* About the use of the term *byeenwooninge* in connection with the village of Beverwyck, see *Minutes of the Court of Rensselaerswyck*, 1648–1652, p. 22–23.

the half of Schelluyne's land belonging to the said Clute and [162] bought from Schelluyne, provided that Jan Clute shall at his expense have a sufficient fence made between the said land [and that of Maritie Damen], in order that no damage may be done to her corn. Given under my hand, in Albany, this 28th day of July in the 22d year of his majesty's reign, annoque Domini 1670.

Extraordinary session held in Albany, Thursday, August 4, 1670

Present:

The Hon. Capt. de Laval and Capt. Willet
and all the magistrates, except Pieter Meeusz

It is resolved to order the honorable officer to post notices of the sale of the [household] effects of Aelbert Andriesz and Geertruyt Vosburgh, within the space of 14 days, less the time that has elapsed, and then to notify them both.

The attachment by Aelbert Andriesz of fl.250 seawan of Geertruyt Vosburch in the hands of Barent Aelberts is vacated and set aside.

The inhabitants of Schaenhechtede shall in accordance with the order of the right honorable general be notified that they must make preparation to complete the block house during the winter.

The 8th of August an extraordinary session was held at Albany regarding the Maquas, etc., to whom a proposition was made.

Presentibus the honorable

Capt. Salsbury
Capt. de Laval
Capt. Willet
Mr J. v. Renselaer
and all the magistrates *demto* Pieter Meusz

Capt. Salsbury exhibits in court his commission as commander of the fort,[1] upon which he is congratulated by the honorable magistrates.

[163] Resolution passed by the honorable gentlemen Mr de Laval and Mr Willett and the honorable magistrates of Albany, etc., the 9th of August 1670.

Their honors, having examined the written proceedings between Geertruyt Vosburch, plaintiff, on one side, and Aelbert Andriesz Brat, [defendant,] on the other side, in the matter of their separation of bed and board, consider that a marriage settlement is a binding matrimonial tie which can not be annulled by any invalid arguments produced by one side or the other;

Therefore, their honors adjudge that Aelbert Andriesz shall give to his wife Geertruyt Vosburch each year 80 schepels of apples, one half summer and one half winter apples, until one of the two shall come to die, provided that this year 50 schepels shall be paid and next year the rest of the arrears. Also, that each of the parties shall pay to Mr. Willet three beavers for house rent, the marriage settlement remaining in force according to law. Herewith the parties shall be content, their case being dismissed.

Extraordinary session held in Albany, Thursday, August 18, 1670

Presentibus omnibus demto
Pieter Meeusz

Claes Diedeloff, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

The plaintiff demands of the defendant 313 boards [164] and fl.65 in seawan, producing an account and vouchers placed in his hands by Thomas Davidts. He requests payment of the account and the costs of the suit.

[1] For this commission, dated July 13, 1670, see *Minutes of the Executive Council of New York*, 1:386.

The defendant answers that the greater part of the debt arises from the purchase of a cow in New York which was to be delivered to him in sound condition. As to the cost of finishing some boards, he says that he never ordered this to be done. Furthermore, he says that the plaintiff suddenly and unexpectedly proceeds against him in extraordinary session, as he offered him yesterday to have the matter settled by referees, to which the plaintiff would not agree. He therefore claims that he is not liable to the plaintiff's demand.

The plaintiff, in reply, persists in his [demand based on his] evidence and requests payment for the cow with costs and liquidation of the account between them.

The honorable court having heard the parties on both sides and taken everything into consideration condemn the defendant to pay the plaintiff the sum of 104 boards for the cow and fl.45 in seawan for expenses incurred at New York, together with the costs of the suit. Further, the parties shall come together and settle their private accounts.

By order of the right honorable general it is resolved by the honorable court to make an assessment. Therefore, it is decided that the following persons shall pay toward the needs of this place:

Capt. de Laval	fl.100	—	—
Capt. Willet	100	—	—
Martten Cregier	100	—	—
Jan Laurens	75	—	—
Juffrouw Meyers	75	—	—
Juffrow Ebbinghs	50	—	—
Daniel Hondecoutre	75	—	—
Hendrick Alincx	50	—	—
Mother Drisius	30	—	—
Asser Levy	30	—	—
Mr Hansen's daughter	25	—	—

[165] Mr Jeremias van Rensselaer, director of the colony of Rensselaerswyck, with the approval of the right honorable

general appoints in the place of Martten Gerrittsz, retiring magistrate, the person of Theunis Cornelisz van der Poel.

Further, the following double number is nominated and humbly submitted to the right honorable general:

As magistrates, in the place of Jan Verbeeck and Mr Abraham Staas:

Adriaen Gerrittsz
Goossen Gerrittsz
Jacob Schermerhorn
Jan Hendricxsz van Bael

Mr Jeremias van Rensselaer exhibits a written order signed by the right honorable general, dated July 28, 1670, to raise a troop of horse of 40 men.[1]

The honorable court find the order of the right honorable general to be an excellent thing.

The honorable officer is ordered to notify all the burghers who have stored any straw, oats, hay, etc., in their lofts and houses to remove the same for the prevention of accidents within the space of twice 24 hours, under penalty of fl.25 for the benefit of the officer.

[166] Extraordinary session held at Albany, August 20, 1670

Presentibus omnibus

demto

Pieter Meeusz

The honorable officer, Gerrart Swart, plaintiff, against Claes Diedeloff, defendant.

The plaintiff demands of the defendant payment of the fines according to the ordinance for having very insolently and in

[1] Cf. Instructions for Mr Thomas Delavall and Capt. Dudley Lovelace, dated April 11, 1670, in *Minutes of the Executive Council of the Province of New York*, 1:385-86.

a perverse and obstinate spirit committed violence against the person of Eldert Gerbertsz Cruyff, on two several occasions, as appears from the testimony produced, when the defendant committed assault and acted as a trouble maker. Therefore, the plaintiff demands the fines and costs according to the judgment of the honorable court. Also, that he shall make reparation for having called Eldert a horned beast.

The defendant answers and admits that he was quite drunk and that otherwise it would not have happened. He says that he did it out of annoyance at being called a loiterer, but is very sorry and promises that it will not happen again.

The honorable officer persists in his demand.

The honorable court having heard the parties on both sides and considering the trouble made by the defendant according to the testimony produced, his admission that it resulted from excessive drinking, together with the fact that he is heartily sorry about it and promises to take care that it will not happen again, therefore, the honorable court being moved by commiseration, condemn him to pay the plaintiff the sum of fl.80 in seawan, with costs.

Jacob Thysz van der Heyden, appearing, makes known that his neighbor, Thomas Rogiers, continually keeps a fire against and near the fence. He requests that he may be forbidden to do so, in order to prevent grave danger.

The honorable court will take action to remedy the matter.

[167] Ordinary session, Thursday, August 25, 1670

Presentibus omnibus

demto

Pieter Meeusz

Citations

Gerrit Slichtenhorst

1st default — Symon Volckerts

1st default — Theunis Cornelisz

1st default — Herman Gansevoort

Martten Gerrittsz	1st default	Jan Rinckhout
Juffrouw Meyers		Juriaen Theunisz
Mr R. V. Rensselaer		Davidt Christoffels
Pieter Winnen		Theunis Slingerl[an]t
Jacob Sandersz	2d default	Theunis Dirricxsz
		Willem Bout
Bartholomeus Schaets		Ysbrant Eldersz
Johannes Witthart		G. Swart, officer
Jan Cornelisz Root		Herman Gansevoort
Marcelis Jansz		Luycas Pieters
The honorable officer,		
G. Swart		Johannes Withart
		Herman Vedder
	1st default	Elias van Ravesteyn
		David Schuyler
	1st default	Baerent Aelberts
		Paulus Maertensz
	1st default	Dirck Hesselingh

Gerrit Slichtenhorst, attorney for the widow of Gerrit Rees, deceased, plaintiff, against Symon Volckerts, defendant.

The plaintiff demands of the defendant fl.46 in seawan, for goods and merchandise delivered, according to true account.

The wife of Symon Volckerts appearing answers that she herself paid the money into the hands of Gerrit van Rees and offers to swear to it.

The honorable court having heard the parties on both sides and seeing the willingness of the defendant to take the oath, release her from the demand.

[168] Juffrouw Meyers, plaintiff, against Juriaen Theunisz, defendant.

The plaintiff demands of the defendant the sum of fl.44 in beavers by balance of account for a cask of brandy.

The defendant answers that he bought the brandy by the anker at fl.29-10, beavers, per anker, and that the cask was

not full but lacked about an anker and that according to law an anker must contain 32 *kan*[1], so that he comes short a good deal. Furthermore, he claims that the cask does not hold as much as the gage of its contents indicates.

The honorable court having heard the parties on both sides adjudge that the cask shall be regaged by Willem Bout and that what it comes short shall be made good to the defendant, together with eight *kan* to make up for the emptiness of the cask.

Monsieur R. V. Rensselaer, plaintiff, against Davidt Christoffelssen, defendant.

The plaintiff protests that the defendant left his service contrary to all fairness and has not served out his time. Secondly, that on a Sunday he took his gun and shot it to pieces. He therefore demands that the defendant serve out his term and make satisfaction for the gun.

The defendant answers that Taeckel, the head farmer,[2] beat him and ordered him to go away and that previously he had obtained consent to go shooting with the gun.

The honorable court having heard the parties on both sides, order the defendant from this date to serve out the second year of his term of service with the plaintiff and to pay two beavers for reparation of the damage to the gun, together with the costs of this suit.

[169] Pieter Winnen, plaintiff, against Theunis Slingerlant, defendant.

The plaintiff complains of damage and expense which he suffers on account of the defendant's failure to fence in the land lying between their [cultivated fields].

The defendant answers that he is not bound to put up a fence until after he has gathered his crop of corn.

The honorable court having heard the parties on both sides

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[1] One *kan* = 1.304 quarts.

[2] Taeckel bouwm[eeste]r; meaning Taeckel Dircksen van Heemstraet.

condemn the defendant to fence his share within the space of eight days and for costs and [spreading] bad reports to pay the officer fl. 12 in seawan.

Jacob Glen, attorney, etc., plaintiff, against Willem Frederickxsz Bout, defendant.

The plaintiff demands of the defendant fl.800 in beavers, less what has been paid.

The defendant answers that he bought malt for the account of van Curler and that he paid for part of it and that the remainder must be obtained from the widow.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.800 in beavers demanded, less what has been paid, in the space of six weeks, reserving his action against Juffrouw Curlers, *cum expensis.*

Bartholomeus Schaets, plaintiff, against Ysbrant Elders, defendant.

The plaintiff demands of the defendant fl.26 seawan for wages.

The defendant admits the debt.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the fl.26 seawan in the space of eight days.

[170] Monsieur Witthart, plaintiff, against Gerrart Swart, officer, defendant.

The plaintiff demands of the defendant by balance of accounts fl.219-18 in beavers.

The defendant requests a copy of the account in order to make answer thereto on the next court day.

The honorable court grants the request for copy of the account.

The honorable officer, plaintiff *in reconventio*, against Monsieur Witthart, defendant *in conventio*.

The plaintiff demands of the defendant payment of the fine according to the ordinance for having on the 11th of July, on the hill, lodged Indians with packs of beavers.

The defendant requests a copy of the complaint to make answer thereto.

The honorable court: *fiat* copy.

Jan Cornelisz Root, plaintiff, against Eldert Gerbertsz, defendant.

Case as per preceding minutes. The plaintiff persists in his former demand and requests payment.

The defendant answers that there are mistakes in the plaintiff's account and that he owes him nothing but, rather, if all goes well, that there will be money coming to him.

The honorable court having heard the parties on both sides adjourn the case to a certain day of which notice will be given to the parties, in order then to dispose of the main issue.

Marcelis Jansz, plaintiff, against Luycas Pietersz, defendant.

Case as per preceding minutes. The plaintiff demands of the defendant the sum of fl.209-1 in seawan and requests payment thereof with costs.

The defendant admits the debt, but says he can not well pay.

[171] The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.209-1 in beavers demanded within the space of six weeks, *cum expensis*.

G. Swart, officer, plaintiff, against Herman Vedder, defendant.

The plaintiff demands of the defendant payment of the fine according to the ordinance, he and Thomas Rogiers having found six Indians in the back part of the defendant's house after the ringing of the bell.

The defendant answers that this happened without his knowledge and that upon warning by the schout he found no Indians in the back part of his house.

The honorable court having heard the parties on both sides put over the case until the next court day. Meanwhile the parties may compound. If they can not agree, the honorable court will dispose of the matter at issue.

It is resolved to summon the Jesuit to appear before the court and to have the secretary ask him in Latin for his license and what the reason is for his coming into the country of the Maquas with so many Frenchmen. Also, to tell him that the honorable general does not intend to have him take up any land there, as the land is under the jurisdiction of his Royal Majesty of England.

Whereupon he answered: First, he maintains that he has as much right to come here as the Dutch had in going to Canada, especially in times of peace between the two crowns and that both governors Nicolls and Lovelace gave him consent and permission to trade and travel here.

[172] Secondly, that the difference regarding their settlement in the Maquas' land will be settled between the honorable general Lovelace and Cursel.[1]

Thirdly, that he will now personally inform the honorable general about it by letter.

Extraordinary session held at Albany, Thursday, October 6, 1670

Presentibus omnibus

demto

R. V. Rensselaer
Martten Gerrittsen

Pursuant to the appointment by the Right Honorable General Francis Lovelace on the 13th of October last[1] and the appointment made by the Honorable Director Jeremias van Rensselaer the retiring magistrates, Mr Jan Verbeeck and Mr Abraham Staes, are hereby discharged from their oath and office and thanked for their services and in their places are admitted and confirmed in court the new magistrates, Mr Goossen Gerritz

[1] Daniel de Remy de Courcelles, governor of Canada.

[1] *dato* 13.8°r *verleden;* apparently a mistake for the 13th of September last. See letter from Governor Lovelace of September 26, 1670, in Munsell's *Annals*, 4:20.

and Mr Jan van Bael, together with Theunis Cornelisz van der Poel, who took the oath of fidelity as follows:

We, chosen members of the court of justice of Albany, Colony of Rensselaerswyck and Schaenhechtede, promise and swear in the presence of God Almighty and our fellow members that we shall help administer true law and justice between man and man and furthermore in all matters concerning justice and administration help to promote and carry out [the resolutions of the court] to the best of our knowledge and ability. Also, that in all things we shall be loyal and faithful to his Majesty of England, to his Royal Highness James, Duke of York, and to the governor of his Royal Highness' territory in America; with the further promise that we shall always help to maintain the Reformed religion according to God's Holy Word. Thus help us God Almighty.

[173] Ordinary session, Thursday, October 13, 1670. *Presentibus toto collegio*

	Citations	
Herman Vedder	1st default	Maria Damen
Jan Thomasz		Willem Jansz Schut
Herman Rutgers	1st default	Jan Labatie
		Evert Wendel
	1st default	Jan, the weaver
Gerrit Bancken		Bastiaen Maersz
Bastiaen de Winter	1st default	Jan Thymensz
Pieter Adamsz		Gerrit Gysberts
Melchert Abrahamsz	1st default	Jan Thomasz
Sweer Theunisz		Meeuwes Hoogenb[oom]
Elias van Ravenstyn		Willem Nottingam
Aelbert Andriesz		Geertruyt Vosburch
The honorable officer,		
G. Swart,	1st default	Davidt Schuyler
		Barent Aelberts
	1st default	Barent Jansz

1st default	Jaques Cornelisz
	Meyndert Frederickx
	Robbert Sanders
	Geertruyt Vosb[urch]
1st default	Jan Helmsz
	Susanna Dirricx
	Sturm van der Zee
1st default	Paulus Martens
1st default	Lysbeth Rinckhout

Jan Thomasz, plaintiff, against Willem Jansz Schut, defendant.

The plaintiff demands of the defendant 40 schepels of wheat for rent of the farm at Schotack and 18 schepels for the seed sown on it, as well as delivery of two horses and one cow.

The defendant answers that the plaintiff does him great injustice and that he ejects him from the farm without cause, much to his prejudice. [174] Calculating the labor which he has expended on it, he maintains that he owes nothing, but on the contrary that he ought to be satisfied for his years of labor. As to the animals, he says that [the loss] did not occur through neglect on his part.

The plaintiff, in reply, says that it was all his fault.

The honorable court having heard the parties on both sides order them to produce their evidence on the next court day in order that the matter may be disposed of.

The plaintiff requests that the attachment of the defendant's property and animals may be declared valid.

The honorable court, *fiat*.

The honorable officer, G. Swart, plaintiff, against Bastiaen Maersz, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for assault and battery upon the person of Gerrit Bancken in his own house at Schaenhechede and for having shamefully accused him of being the whoremaster of his former maid.

The defendant denies it expressly, saying and offering to prove that the plaintiff, Gerrit Bancken, struck him first, so that he was obliged to defend himself. He says further that it is not true that he called him names.

The honorable court having heard the parties on both sides order them to produce their evidence on the next court day in order that the matter may be disposed of.

Pieter Adamsz, plaintiff, against Gerrit Gysberts, defendant.

The plaintiff complains that the defendant keeps his half share [175] of the corn which they planted together and requests restitution thereof.

The defendant answers that the plaintiff is not entitled to so much corn, as he did not attend to the planting with him and that all he owes him is pay for a few days' labor in the harvest.

The honorable court having heard the parties on both sides order the plaintiff to satisfy the defendant for his work in the harvest and also to make restitution to the defendant of the corn.

Elias van Ravenstyn, plaintiff, against Willem Nottinham, defendant.

The plaintiff complains that the defendant in the tavern positively accused him of having stolen his beavers. He demands that he shall prove it or otherwise receive the punishment which such a person deserves.

The defendant answers that he received a heavy beaver from Geertie Bouts and that the plaintiff gave it to Claes Ripsen. He offers to confirm under oath that it is his beaver and says that Mr Pritty and Jan Conneel know the same.

Mr Pretty being summoned and asked whether the beaver in question belonged to Willem Notting[ham] answers, Yes, and offers to swear to it.

Jan Conneel, appearing, also says that he, Conneel, having had some time ago some conversation with Elias heard him say that he had no beavers and that since that date he gave out beavers to some one else.

The honorable court having heard the parties on both sides accept the oath of Mr Pritty, but order the defendant to produce

further and clearer proof on the next court day, as this is a criminal case which can not be determined by the testimony of one witness.

[176] The honorable officer, G. Swart, attorney for Aelbert Andriesz Brat, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant some personal property of her husband's which she keeps in her possession.

The defendant answers that she had the churn and the schepel measure made herself and that she has no other property belonging to him.

The honorable court order Aelbert Andriesz to appear personally on the next court day.

Idem, plaintiff, against Geertruyt Vosburch and Robbert Sandersz, defendants.

The plaintiff demands of the defendant payment of the fine provided by ordinance for having beaten Geertruyt Vosburch.

The defendant answers that she attacked him first and pulled him by the hair, which he offers to prove.

The honorable court order the defendant to prove it on the next court day.

Idem. plaintiff, against Barent Aelbertsz, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having fought with Davidt Schuyler and for having maltreated his wife and children, and this on a Sunday, being the day of the Lord.

The defendant denies it.

The honorable court order the defendant to compound with the officer and in case of failure to do so to appear again before the court on the next court day.

Idem, plaintiff, against Meyndert Fredericxsz, defendant.

The plaintiff demands of the defendant the fine according to the ordinance because his servant took away from the shore a canoe belonging to Martten *bierkaecker*,[1] whereby the latter suffered great loss.

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[1] Marten Hendricksen.

[177] The defendant answers that it was not done intentionally, but by mistake, and offers to pay six guilders for it.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.12 in seawan.

Idem, plaintiff, against Sturm van der Zee, defendant.

The plaintiff says that Susanna Dirricxsz,[1] the wife of Barent Aelbertsz, complained to him that the defendant assaulted her and beat her so that she was black and blue and called her a whore. He therefore demands the fine according to the ordinance.

The defendant answers that this is not true and that she prevented him from carting out some boards. He requests proof of the charges.

The honorable court order Susanna, Dirrick's daughter, to produce further proof, or to live together [with the defendant] in peace and to settle with each other. They condemn the defendant to pay a fine of fl.6 for his abusive language.

It is resolved that the honorable magistrates shall be free from the burgher excise and that at the first opportunity they will write to the honorable general about it.

It is also resolved that W. Nottingam and Elias van Ravenstyn shall give bail for their appearance on the next court day.

Herman Rutgers gives notice through the secretary that he has caused fl.593 in beavers belonging to Jan Thomasz to be attached in the hands of Schermerhorn and requests that the said attachment may be declared valid.

The honorable court, *fiat*.

[178] Ordinary session, Thursday, October 27, 1670.

Presentibus omnibus

demto

Martten Gerrittsz

[1] Susanna, the daughter of Dirck Dircksz Mayer. Her husband, Barent Albertsz, and Storm Albertsz van der Zee were brothers. See *Early Records of Albany*, 3:326–28.

Citations

Jan Gou		Mr J. v. Rensselaer Sweer Theunisz
Melgert Abrahamsz		Jan Thomasz
Barent, the shoemaker	1st default	Jacob Jansz Flodder
Herman Rutgers	1st default	Jan Labatie
Jan Becker	1st default	Cornelis Verway
Willem Bout		Jan Joosten
Aelbert Andriesz		Geertruyt Vosburch
Bastiaen Maersz		Maritie Damen
Jan van Bael		Pieter Jacobsz
Pieter Jacobsz		Luycas Andriesz Jan Joosten
Jan Cluet		Maritie Damen

The honorable officer, G. Swart

	Davidt Schuyler
	Barent Bratt
2d default	Barent Jansz
2d default	Jaques Cornelisz
	Robbert Sanders
	Geertruyt Vosburch
	Jan Helmsz
2d default	Paulus Martens
	Bastiaen Maersz

The honorable officer gives notice of an attachment of the money of Bastiaen Maersz in the hands of Maritie Damen and similarly [of his money] in the hands of Barent Jansz and Juffrouw van Curlers at Schaenhechtede and requests that said attachments may be declared valid.

The honorable court declare the said attachments valid.

Melgert Abrahamsz, plaintiff, against Jan Thomasz, defendant.

The plaintiff demands of the defendant 69 schepels of wheat assigned to him by Volckert Jansz, which the defendant owes for the house at Schotack and which he has agreed to pay.

[179] The defendant admits the debt and requests time to thrash the same out of the straw.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 69 schepels of wheat in the space of six weeks. Therefore, the attachment of the defendant's money is vacated.

Jan Cornelisz Vyselaer, plaintiff, against Sweer Theunisz, defendant.

The plaintiff demands of the defendant 11 schepels of corn on account of a piece of oats on Curler's island.

The defendant has a counter claim for four beavers and produces an account to that effect.

The honorable court having heard the parties on both sides order them to reckon and settle together, their further actions against each other being hereby dismissed for want of timely prosecution.

Willem Fredericxsz Bout, plaintiff, against Jan Joosten, defendant.

The plaintiff demands of the defendant fl.72 in beavers which he guaranteed to pay for Lambert van Neck, 17 years ago.

The defendant says that the plaintiff never said a word about it and that Lambert van Neck has been here many years and has several times traded with the plaintiff and always gratefully paid him, so that he does not admit himself to be in debt.

The plaintiff, replying, says that he did speak about it to Lambert van Neck, who said that he paid the defendant.

The defendant leaves the decision to the plaintiff's oath, which he is ready to take at once. Seeing the willingness of the plaintiff, the defendant is satisfied. Meanwhile, he demands payment from the plaintiff on account of Jan Carstensz.

[180] The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the nine beavers demanded, deducting the account of Jan Carstensz, which the plaintiff agrees to discount.

Aelbert Andriesz Brat, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant restitution of some property in her possession.

The defendant petitions for a copy of the complaint to make answer thereto on the next court day.

Bastiaen Maersz, plaintiff, against Cornelis van Nes, defendant.

The plaintiff demands of the defendant fl.36 in seawan for wages.

The defendant denies that he owes so much and says that his money has been attached, of which the honorable officer is to give explanation.

Jan Hendricxsz van Bael, plaintiff, against Pieter Jacobsz, defendant.

The plaintiff demands of the defendant 17¾ yards of lightweight cloth which he brought with him from Boston for his account.

The defendant answers that he put such a piece of cloth on board the yacht of Luycas and Jan Joosten and does not know what has become of it. The skippers, Jan Joosten and Luycas Andriesz, appearing, declare also that they do not know what has become of it, as they received the goods from Piter Jacobsz' yacht at New York and unloaded them here at Albany.

The honorable court having heard the parties on both sides adjourn the plaintiff's case against the defendant until the spring. Meanwhile, the parties, Piter Jacobsz, L. Andriesz and Jan Joosten, may investigate the matter to find out what became of the cloth.

[181] Jan Clute, attorney for Herman Vedder, plaintiff, against Cornelis van Nes, defendant.

The plaintiff complains that the defendant has had reed cut on the land of Herman Vedder which the latter himself needs very much and that he has caused the same to be attached.

The defendant answers that the plaintiff has no cause of action as he has as much right to use their reed-land as they have to use his woodland.

The honorable court having heard the parties on both sides order the plaintiff on the next court day to show the papers and muniments of title of the land where the reed was cut, in order that the case may then be disposed of.

The honorable officer, G. Swart, plaintiff, against Barent Aelbertsz, defendant.

The plaintiff says that the defendant fought with Davidt Schuyler and demands from both parties the fine according to the ordinance.

The defendant denies it expressly.

The honorable court having heard the parties on both sides and examined Davidt Schuyler regarding it, who says that the defendant was the moving cause, they condemn him to pay a fine of fl.25 in seawan, with costs.

Idem, plaintiff, against Bastiaen Maersz, defendant.

Case as shown by preceding minutes. The plaintiff demands of the defendant the fine according to the ordinance for having treated the person of Gerrit Bancken insolently, beaten him and called him the whoremaster of his maid.

The defendant denies it and says that there is some conspiracy about the matter and that he is not guilty.

[182] The plaintiff, replying, says that the defendant on the preceding court day demanded proof which he now produces. He persists in his former demand and requests that the defendant shall give security for the satisfaction of the judgment, or else be taken into custody, according to the discretion of the honorable court.

The honorable court having heard the parties on both sides and duly considered everything order the defendant to give security for the satisfaction of the judgment or to be taken into custody.

Jan Thomasz, plaintiff, against Willem Jansz Schut, defendant.

Case continued from preceding minutes. The plaintiff persists in his demand and requests satisfaction from the defendant.

The defendant answers that he insists on staying out the term of his lease and demands satisfaction on his part.

The honorable court having heard the parties on both sides and duly considered everything order and adjudge that the defendant's claim to compensation for the remaining term of the lease is null and without foundation. Likewise, they declare the plaintiff's claim to one horse and one cow invalid, since he has ejected the defendant from his land and taken possession of the animals with which the defendant would have managed to get along. Therefore, the wheat which is at present in the barrack[1] and which came from the land remains at the disposal of the plaintiff and the oats at that of the defendant.

Herewith all further claims of the parties against one another are denied and the case is dismissed.

Andries de Vos presents a petition praying that on account of his advanced age and small earnings he may forever after be free from paying the excise.

The honorable court grants the petitioner's request.

[183] Extraordinary session, Tuesday, November 1, 1670.

Present, the honorable:

Capt. de Laval
Mr J. V. Rensselaer
and all the honorable magistrates.

The honorable Gerrart Swart is discharged from the office of schout, released from his oath and thanked for his good services.

Captain Salisbury is by the vote of a majority of the burghers, at the request and by order of the right honorable general,

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[1] *berch*, or *berg;* a structure consisting of an adjustable roof supported at the corners by four, or five, posts for the storage of hay or grain. For the construction of a Dutch *hooiberg*, see J. le Francq van Berkhey, *Natuurlijke Historie van Holland*, vol. 9, part 1, p. 217-29 and plate L.

confirmed as schout, whereupon he has taken the oath of fidelity before the court.[1]

The honorable G. Swart, upon resigning his office, requests that he may be granted freedom from the burgher excise, inasmuch as he has held said office more than 18 years.[2]

The honorable court will deliberate upon this matter at the next session.

[184] Extraordinary session, Tuesday, November 8, 1670.

Present, the honorable:

Capt. de Laval, schout and magistrates
demto
Pieter Meeusz

Elias van Ravenstyn, plaintiff, against Willem Nottingam, defendant.

Case according to preceding minutes. The plaintiff demands reparation of honor according to previous demand, dated October 27, 1670.

The defendant persists in his previous answer that he can prove and has proved by Mr Pritty and Jan Conneel that the beavers which Claes Ripsen received from the plaintiff are his, again offering to confirm this by oath, together with Mr Pritty. He also appeals to Mr Gerrit Jansz Stavast, who under oath declares for the truth that now about six weeks ago he received 1½ beavers from Elias, not more than ordinarily, and that he showed said beaver to William Nottingam, who wished to mark it with his name, which the deponent would not allow, although willing to do so himself. Also that at the latter's request Jan

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[1] Cf. *Minutes of the Executive Council of the Province of New York*, October 22, 1670, 1:56.

[2] Gerard Swart was commissioned schout of the colony of Rensselaerswyck, on April 24, 1652, and received his instructions on May 6th of the same year. See *Minutes of the Court of Rensselaerswyck*, 1648-1652, p. 19.

Conneel was willing to swear that it was a beaver of Willem Nottingam's but that the next day he refused to do so, saying that he would not do so for one hundred beavers.

Willem Nottingam declares under oath that the plaintiff opened his door without key, which was at first denied by the plaintiff and which he still denies.

Claes Ripsen declares also under oath that Elias van Ravenstyn paid him a heavy beaver about one hour before sunset, but that he does not know the exact day.

Willem Fredericxsz Bout also appearing persists in his former declaration which he offers to confirm by oath.

Gerrit Lansinger appearing confirms his declaration by oath.

[185] Jan Conneel, appearing, says as in the preceding minutes that a short time ago he asked and called upon Elias for fl.14 in beavers, to which he replied that he had no beavers and that notwithstanding this he gave out beavers to some one else.

Mr Pritty declares under oath that the beaver exhibited and in question is the beaver which Willem Nottingham received from Geertie Bouts.

The daughter of Claes Ripsen being asked what time of the evening it was that her father received the beavers from Elias, whether before sunset or after the ringing of the bell, she answered: "In the evening, while it was dark, but before the ringing of the bell."

The honorable court, therefore, have resolved to place the person of Elias van Ravenstyn under arrest in the fort until further order.

It is also resolved, pursuant to the order of the right honorable general, to notify and inform Maritie Damen that she must be content with his honor's order[1] respecting the land at Canastagioene and that there is no appeal or further provision in the matter, the case being hereby dismissed.

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[1] For this order, dated June 8, 1670, see Munsell's *Annals*, 4:17-18.

The case between Aelbert Andriesz and Geertruyt Vosburch is likewise dismissed, they to regulate themselves according to the previous resolution. And whatever less she received, she will receive more the coming spring.

[186] Extraordinary session, Wednesday, November 9, 1670

Presentibus, the honorable:

Capt. de Laval
Director J. V. Rensselaer
Captain and Schout
and all the magistrates

It is resolved that if any strangers come from the north with horses, cows or other animals and trade the same here, they must notify the honorable schout of the goods received in exchange, under penalty of confiscation of the same. Whereof an ordinance will be drawn.

Schout Salisbury and G. Swart, plaintiffs, against Bastiaen Maersz, defendant.

The plaintiff [Swart] persists in his former demand, requesting the fine according to the ordinance and that in addition he [the defendant] be arbitrarily punished.

The defendant answers that he was hit first by Gerrit Bancken and that he was forced to defend his life. He says that the quarrel arose about Maritie Damen and his money is kept back without reason and that there has been some conspiracy about it.

The honorable court having heard the parties on both sides and duly considered everything find that the defendant has gravely abused and slandered the person of Gerrit Bancken in calling him a whoremaster, and in addition has beaten him in his own house, which is a matter of serious consequence. They therefore condemn him to pay a fine of fl.200 in seawan for the benefit of the honorable officers and the costs of the court. Furtheremore, he shall declare before the court that Gerrit Bancken is an honest man and that he has nothing to say against

him, the court warning him that he must be careful not to do it again, on pain of receiving heavier punishment.

The defendant having had the sentence read to him says that he acknowledges Gerrit Bancken and his wife to be honest people and that what he did was done in ignorance and haste.

[187] Susanna Dirricxsz, wife of Barent Aelberts, complains that Sturm van der Zee beat her black and blue and requests that he shall be ordered not to give her husband any credit, nor to tap him any liquor without money.

The defendant denies that he beat her. As to tapping liquor to her husband, he can not refuse it, unless he be made a public ward.

The honorable court having heard the parties on both sides order Sturm van der Zee not to let his brother have any more credit, under penalty of losing his money.

Extraordinary session, Thursday, November 10, 1670

Present, the honorable:

Capt. de Laval
Director J. V. Rensselaer and
the schout and magistrates

Cornelis Segersz causes a writ to be served that he demands payment of two beavers from Juffrouw Ebbinghs, to which writ the court messenger makes return that Juffrouw Ebbinck left the two beavers in the hands of Margriet Philipsen who, being summoned to appear in court, denies it. Therefore, the plaintiff's suit is adjourned until Juffrouw Ebbinck again comes up the river.

Case according to preceding minutes. The honorable court propose that the person of Elias van Ravenstyn, at present in custody, give bail in the sum of fl.200 in beavers to appear at any time until he shall be found innocent or guilty.

Jacob Thyssen, Gerrit Jansz Stavast and Cornelis Cornelisz Vilen go bail for his appearance.

[188] Andries Hansz and Gysbert Cornelisz van der Oeven[1] present a petition complaining that Laurens van Alen attached their grain and praying that it may be released on condition that after appraisal of the house and barns, etc., they shall be and remain bound to pay the surplus according to proper account, requesting in addition a copy of the account and the demand in order to make answer thereto on the most convenient court day.

Laurens van Alen appearing also answers that he does not yet wish to take the house, barn and barracks at his risk as they are to live in them for five months more.

The honorable court having heard the parties on both sides adjudge that the house, barn and barracks shall be appraised, to which end are chosen by the parties respectively Jan Cornelisz Root on the part of Andries Hansz and Geurt Hendricxsz on the part of Laurens van Alen, they being carpenters and competent to appraise the value of the same.

Secondly, that at the expiration and end of the term the same shall again be inspected and that what they are worth less shall be made good by the parties who are responsible therefor.

Furthermore, the attachment is vacated and after the appraisal is made the lessees shall furnish sureties for the surplus.

On the other hand it is also ordered that the palisades shall be appraised for the benefit of the lessees as they at present protect the plantings from damage. Herewith the parties shall for the present be content.

[189] Ordinary session, Thursday, November 17, 1670

Presentibus: All the magistrates and the schout

demto

Pieter Meeusz

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[1] Gysbert Cornelissen van der Hoeven.

Citations

Gerrit Reyersz	1st default	Piter Jacobsz Borsb[oom]
Non Comparuit Hester Fonda		Symon Volckerts Hans Jansz Encluys
Laurens van Alen		Andries Hansz Gysbert Cornelisz
Non Comparuit Sweer Theunisz		Meeuwes Hoogenb[oom]
Herman Rutgers	1st default	Jan de Wever
Johannes Witthart	1st default	Jaques Cornelisz
Pieter Quackenbos	1st default	Willem Abramsz
Marcelis Jansz	1st default	Claes Beever
Non Comparuit Bastiaen de Winter	1st default	Jan Thymensz
Hans Dreper	1st default	Jaques Cornelisz
Pieter Hendricxsz		Herman Gansev[oo]rt

Laurens van Alen presents a petition praying that two impartial carpenters may be appointed by the honorable court to appraise the house, barn and barracks situated behind Kinderhoeck and built by Andries Hansz and Gysbert Cornelisz.

The honorable court grant the petitioner's request and to this end authorize Gillis Pietersz and Claes van Rotterdam to make a conscientious and impartial examination and appraisal of the aforesaid work, and this *salvo salario*.

Pieter Hendricxsz, plaintiff, against Herman van Gansevoort, defendant.

The plaintiff demands of the defendant pay for boarding two horses according to custom.

The defendant denies the debt because the plaintiff has had the use of a gelding and a mare of his which have been delivered back to him lame.

[190] The plaintiff, replying, says that he did not use the horses and persists in his demand.

The honorable court having heard the parties on both sides and duly considered everything condemn the defendant to pay plaintiff the sum of fl.50 in seawan.

Jan, the Noorman, appearing, gives notice of an attachment of 12 schepels of wheat of Robbert Williams in the hands of Jacob Sandersz and requests that it may be declared valid.

Granted by the honorable court.

It is also resolved to draw up an ordinance providing that whoever takes the fire ladders from the church for his private use shall forfeit the sum of fl.25 seawan for the benefit of the officer.

Also, that every one shall be obliged to clean his chimney within eight days under penalty as above.

Idem, that if any member of the bench lends the fire ladders he shall forfeit fl.25 seawan for the benefit of the officer.

Willem Bout requests that by next spring he may have the privilege of the ferry for the accommodation of the people, as Jan Tuinnel[1] is leaving.

The honorable court grant the petitioner's request.

Jacob Sandersz, appearing, requests that it may please the court to grant him as a favor on account of his office a certain piece of a lot to the east of his house, situated on the hill here in Albany.

The honorable court grant the petitioner a strip eight feet wide; the remaining part of the lot is kept for an alley.

[191] Extraordinary session, held in Albany
November 27, 1670

Presentibus omnibus

demto

Pieter Meeusz

After deliberation it is resolved and decided to draft an ordinance about procuring the posts with which this place is to be fenced off, as follows:

The honorable court of Albany, colony of Rensselaerswyck and Schaenhechede hereby notify and make known to every one by order and at the request of the right honorable general

[1] Jan Toinel. See Minutes of October 29, 1668.

of New York that this place and the circumference thereof is for purposes of defense to be set off with posts. Therefore, their honors aforesaid have decided to order all the burghers, as they hereby do order the same, to make their preparations to this end and to procure straight oaken posts, eleven feet long, the least of them to measure eight inches across at the thin end, and to bring these together before the last of March next and then with convenient speed to set them at the place to be indicated to them, namely, each person his assigned share. If any one remain in default, the said work shall be completed at his expense and in addition thereto he shall incur a fine of fl.50 in seawan, to be applied to the benefit of the honorable officer. Let every one guard himself against loss. Thus done and ratified at the meeting of the honorable magistrates aforesaid.

[192] Ordinary session, Thursday, December 8, 1670

Present: All the honorable
magistrates and the schout,
Capt. Salisbury

Citations

Gerrit Swart	1st default	Geertruyt Vosb[urch]
	3d default	Paulus Martensz
	1st default	Eldert Gerbertsz
Pieter Adriaensz	1st default	Helmer Otten
Laurens van Alen		Gerrit Jansz
Gerrit Jansz		Gillis Pietersz
		Claes Jacobsz
Johannes Withart	2d default	Aques Cornelissen
Gerrit Slichtenhorst		Theunis Cornelisz
Non comparuit Hans Dreper	1st default	Aques Cornelisz
Mr. Jacob	1st default	Willem Bout
	1st default	Herman Bastiaensz
Hester Fonda	2d default	Hans Encluys
	2d default	Symon the baker
Jan Cornelisz	1st default	Eldert Gerberts

The honorable officer

	Mr Stuart
	Anne Ketel
1st default	Eldert Gerberts
1st default	Helmer Otten

Gerritt Swart, plaintiff, against Paulus Maertensz, defendant.

The plaintiff demands of the defendant the sum of fl.25 in seawan, with the costs of the suit.

Third default of the defendant.

The honorable court declare the defendant contumax and deprived of the benefit of all exceptions, defense and excuses and condemn him to pay the plaintiff the sum of fl.25 demanded with costs.

Mr Gerrit Slichtenhorst, attorney for Gerrit van Rees, plaintiff, against Theunis Cornelisz Jonge Pointie, defendant.

[193] The plaintiff demands of the defendant fl.12 in beavers, by virtue of a list showing that this amount was set down at the adjustment of accounts.

The defendant answers that he owes Gerrit van Rees no more than fl.11 in seawan and that the other statement is a mistake, which he offers to confirm by oath.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.11 in seawan which he acknowledges.

Laurens van Alen, plaintiff, against Gerrit Jansz Stavast, attorney for Andries Hansz, etc., defendant.

The plaintiff demands of the defendant satisfaction of the preceding judgment that the defendant is to give security for the surplus and requests that the attachment may have its full effect. Also, that impartial men may be authorized to examine their accounts, etc.

The defendant answers that the former appraisal ought also to be taken into account and requests that Gillis Pietersz and Claes Jacobsz give an account of the appraisal made by them. Being summoned to appear they persist in their former report and state that the work is not worth more.

The honorable court having heard the parties on both sides approve the valuation placed on the property by Gillis Pieters and Claes Jacobsz, who have given a complete account of it to their honors. They therefore condemn the defendant to pay the surplus according to true account and to give security therefor. Also, that the parties respectively shall each pay one half of the costs. And as to their account, Mr. Gerrit Swart and Mr Adriaen van Ilpendam are appointed and authorized to act as mediators in the matter aforesaid and, if they can not agree, they are to report to their honors, in order that the matter at issue may be [194] disposed of. Furthermore, the plaintiff is held to attach the property anew, as the former attachment is annulled by the foregoing interlocutory judgment.

The Honorable Officer Salisbury, plaintiff, against Mr Stuart, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having very insolently beaten and wounded the wife of Hendrick Willemsz in her own house, and this without any cause, which is a matter of serious consequence. He demands in addition that he shall pay the woman for her pain and surgeon's fees.

The defendant answers that he did so while he was drunk and that he is very sorry and prays that he may be dealt with leniently.

The honorable court having heard the parties on both sides put over the case until the next court day. Meanwhile, the defendant may try to compose with the woman and the honorable officer. Otherwise, judgment in the matter will be rendered.

Robbert Sandersz, plaintiff, against Anneken Everts, defendant.

The plaintiff says he hired the defendant's daughter for one half year and demands fulfillment of the contract.

The defendant produces an affidavit of the plaintiff's sister-in-law, showing that her daughter was hired by the month.

The plaintiff denies it and offers to present further evidence.

The honorable court grant permission to present further evidence on the next court day.

Cornelis Cornelisz Vielen petitions for permission to purchase a hook of land at Schaenhechtede, on the north side of the river, between the land of Sander Leenderts and Beniamin Robberts, on condition of [195] leaving a corner for the use of the other inhabitants in taking their horses or cattle across the river, whenever it may be necessary, which request has been approved by Sander Leenderts and Schout van Marcken.

The honorable court grant for apostil: *fiat.*

Extraordinary session, Tuesday, December 13, 1670

Presentibus: All the honorable
magistrates and Schout Salisbury

Cornelis Stevensz Muller, plaintiff, against Ida Adriaents, defendant.

The plaintiff says that the defendant openly accuses him of having made her pregnant, which he denies, calling upon God Almighty, who knows and searches all hearts and consciences.

The defendant, answering, persists that it is true and that he has had carnal conversation with her on a bench in the house of Martten Gerrittsz under promise of marriage, saying further that he is the father and no one else, being willing to give birth to her child on it, if it please God.

The plaintiff persists in his previous denial and requests that regard may be had to the defendant's reputation at the Kinderhoeck and that when she is in the pains of childbirth [she may be questioned] by married women residing there, to whom the case is earnestly recommended, in order to find out the truth.

[196] The honorable court having heard the parties on both sides will have the secretary write at once to Kinderhoeck and appoint for this purpose the wife of Jan Bruyns, the wife of Piter van Alen, Dirckie Herms and Sara the Swede.

Ordinary session, Thursday, January 5, 1670/71

Presentibus: All the honorable magistrates and the schout

demto

Pieter Meeusz

Citations

Gerritt Swart		Geertruyt Vosburch
Mr Jacob de Hinsse		Willem Bout Herman Bastiaens
Pieter Adriaensz		Helmer Otten
Jan Thysz	1st default	Jan Thomasz
Philip Schuyler	1st default	Cornelis Theunisz
Mr Jan Becker		Lowies Cobes Jan Pouws
Herman Bastiaensz		Volckert Jansz Jan Cornelisz
Jan Cornelisz, plaintiff		Eldert Gerberts
Dirck Bensingh		Maritie Damen
Pieter Pietersz Bout		Willem Abramsz
Schout Salisbury		Eldert Gerberts
		Jacob Thysz
		Goossen van Oort
		Jan Jansz Bleecker
		Anne Ketel

Gerrit Swart, attorney for Mr Willet, plaintiff, against Geertruyt Vosburch, defendant.

[197] The plaintiff demands of the defendant the sum of fl.24 in beavers for house rent, being the half of the amount which she and her husband were adjudged to pay by the honorable court.

The defendant answers that she will not pay it and that it is contrary to all law.

The honorable court having heard the parties on both sides decide the matter in accordance with the former judgment, all *cum expensis.*

Mr Jacob,[1] plaintiff, against Willem Bout, defendant.

The plaintiff demands of the defendant the sum of fl.88 in beavers for surgeon's fees, deducting three beavers for boards received.

The defendant admits the debt, but says that owing to the neglect of the plaintiff, who could not be found, he paid 2½ beavers to Mr Cornelis,[2] who cured him.

The plaintiff replies that the defendant acts unjustly in deducting for a single cure as much as is due to him for the whole year.

The honorable court having heard the parties on both sides adjudge that the plaintiff ought to attend to the duties of his profession and allow a deduction of two beavers, condemning the the defendant to pay the plaintiff the surplus, being six beavers, with costs.

Idem, plaintiff, against Herman Bastiaensz, defendant.

The plaintiff demands of the defendant the sum of fl.66 in beavers for the surgeon's fees covering several years.

The defendant answers that he has a counter claim.

The honorable court having heard the parties on both sides order the defendant to produce his bill in court on the next court day.

[198] Pieter Adriaentsz, plaintiff, against Helmer Otten, defendant.

The plaintiff demands of the defendant 35 whole beavers by virtue of a bond.

The defendant admits the debt, but requests time until the arrival of Jan Bruyns, from whom he expects some information in regard to an outstanding account. He also requests some farm implements which have not been delivered to him according to the contract.

The honorable court having heard the parties on both sides adjourn the case until the arrival of Jan Bruyns, when the matter at issue will be disposed of.

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[1] Jacob de Hinse.

[2] Cornelis van Dyck?

Jan Becker, plaintiff, against Lowies Cobes, defendant.

The plaintiff demands of the defendant the sum of fl.154:4 in seawan, according to his account.

The plaintiff says that he has a counter claim.

The honorable court having heard the parties on both sides order the defendant to render his account to the plaintiff.

Dirck Bensingh, plaintiff, against Maritie Damen, defendant.

The plaintiff complains that the defendant has attached his money in the hands of Cobus Gerrittz, which his mother assigned to him for linen received.

The defendant answers that according to accounts more is due to her from his mother.

The honorable court having heard the parties on both sides order the plaintiff on the next court day to show the papers and proofs by virtue of which his mother's estate was declared insolvent [199] and whether the defendant has not handed in an account against the estate. Meanwhile, the money remains attached.

Capt. Salisbury, schout, plaintiff, against Elbert Gerbertsz, defendants.

The plaintiff demands the fine according to the ordinance on account of assault and battery committed by the defendant against the person of Wynant Gerrittsz.

The defendant answers that the complainant consumed his cousin's wine without his order and that he spoke to him about it, whereupon he used abusive language, so that in haste he dealt him one or two blows.

The honorable court having heard the parties on both sides order the defendant to settle with the officer, otherwise judgment will be given.

Idem, plaintiff, against Goossen van Oort and Jacob Thysz, defendants.

The plaintiff demands of the defendants the fine provided by ordinance because they struck one another with a rung, of which the confession and the evidence are here [in court].

Jacob Thysz answers that he has suffered much abuse from his opponent and in drunkeness has tried to hit him, but that they were separated, so that the charge is not true.

The honorable court having heard the parties on both sides condemn each of the defendants to pay the plaintiff the sum of fl.12:10, with costs of court.

Idem, plaintiff, against Anne Ketel, defendant.

[200] Case as shown by preceding minutes. The plaintiff demands of the defendant the fine according to the ordinance and proves by affidavits that she lodged and tapped to Indians after the ringing of the bell.

The defendant answers as in the preceding minutes.

The honorable court having heard the parties on both sides condemn the defendant to pay a fine of fl.25 in seawan, *cum expensis*.

Robbert Sandersz, plaintiff, against Anneken Evertsz, defendant.

Case as shown in preceding minutes. The plaintiff requests that the girl may serve out her term and produces an affidavit that she is bound to do so.

The defendant refers to the affidavit previously submitted by her.

The honorable court having heard the parties on both sides are of opinion that the affidavit submitted by the plaintiff is insufficient as proceeding from a person related to him by blood and what is more because the same person has made out an affidavit in favor of the opponent. Therefore, the case is hereby dismissed.

A petition is presented by those of the Augsburg Confession whereby they request that the bell may be rung on Thursday evenings to announce their services.

Whereupon it is resolved to give for answer that their honors can not grant the request and that it is contrary to all reason, but that they may hold their services on the same days as those of the Reformed Church and regulate themselves accordingly on the Sabbath and likewise on Wednesdays.

Upon the petition of Willem Bout it is resolved to give for answer that he is granted the post of beer carrier [201] in the stead of Evert Cornelisz and that of grain measurer subject to the approval of the honorable general, who shall be written to about it.

Dirck Wessels notifies the court through Mr van Bael that he has had an attachment placed on the grain and effects of Jan Spoor and Juriaen Jocchumsz Kalier at Kinderhoeck and requests that the same may be declared valid.

The honorable court declare the said attachment valid.

Jan Cornelisz, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

Case according to the preceding minutes. The plaintiff demands of the defendant payment of his account amounting to the sum of fl.1090 in beavers and fl.11:8 in seawan, together with his half interest in the distilling kettle used at present by the defendant and [which] heretofore [was] his brewing kettle, etc.

The defendant answers that he does not owe him that, as he never earned it, so that it is a fictitious account. And furthermore that he has a counter claim for board and washing amounting to a considerable sum. As to the distilling kettle, he says that he paid for it out of his own capital and has never charged a stiver for it, so that he maintains that it is his own. But as to his account, he defers to the oath of the plaintiff.

Whereupon the plaintiff took an oath that the amount was due him according to correct accounts.

The defendant likewise swore that his account was correct, with the exception of two items amounting to fl.325 in seawan of which he has no definite recollection, and one item of fl.90 for 100 boards delivered to Jan Evertsz, [202] in regard to which he defers to the declaration of the said Jan Evertsz.

The plaintiff says that the 100 boards to Jan Evertsz (which are charged to his account) have not been received, according to an affidavit shown by him.

The defendant, replying, says that they have already been delivered.

The honorable court having heard the parties on both sides and taken everything into consideration condemn the defendant to pay the plaintiff as much as is due him by balance of accounts, amounting to the sum of fl.350 in beavers, and for hire of the brewkettle 75 boards, and this before the last of May next ensuing, provided that the debt in beavers may be paid in boards, wheat or seawan at the market price in beavers. Also, that Jan Evertsz shall prove that the hundred boards have not been delivered to him.

Regarding the distilling kettle, their honors aforesaid have listened to the information given by Herman Gansevoort and found that it does not agree with the statement made by the plaintiff, for which reason they submit the question to the oath of the defendant, who thereupon affirmed under oath that the said kettle was his and was paid for with his money and that he never charged him a stiver for it. Therefore, the honorable court adjudge that the distilling kettle belongs absolutely to the defendant, provided that the defendant shall pay to the plaintiff fl.48 recently paid at New York for the remainder of the account of the kettle aforesaid. Furthermore, the parties respectively are ordered to pay each one half of the costs incurred, wherewith the case is dismissed, the brewkettle at Bethlehem being at the risk of the plaintiff.

Ordinary session, Thursday, January 19, 1670/71

Present: All the honorable magistrates and the schout

Citations

Gerrit Swart	1st default	Herman Vedder Willem Teller Johannes Withart
Goossen Gerrittsz Pieter Winnen	1st default	Jan de Wever Cornelis Verway

Dirck Bensingh		Maritie Damen
Juffrouw Backers		Jan Gou
Capt. Salisbury, schout	1st default	Jan Cluet
	1st default	Evert Jansz

Gerrart Swart, plaintiff, against Mr Johannes Witthart, defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having on the 11th of July 1670 lodged many Indians in the small building behind his house on the hill, whom owing to the darkness he could not count.

Also the fine for eight Indians found in the said building according to the deposition of Thomas Rogers.

Also for having on the 14th ditto after the ringing of the bell found the said building and the yard full.

The defendant denies it expressly and says that it is but a fictitious story without foundation, knowing himself to be not guilty of the charges.

The honorable court having heard the parties on both sides and taken everything into consideration condemn the defendant to pay the plaintiff the sum of fl.300 in seawan, with the costs of the court.

Dirck Bensingh, plaintiff, against Maritie Damen, defendant.

Case according to preceding minutes. The plaintiff complains [204] that the defendant has attached his property in the hands of Cobus Gerrittsz which his mother assigned to him for linen received.

The defendant answers as stated in the preceding minutes and persists therein.

The plaintiff proves by Jan Verbeeck and Evert Wendel, orphanmasters, that the estate was insolvent and that out of the estate of his father, Dirck Benssingh, deceased, but 26 cents on the guilder were paid to the creditors, who were satisfied therewith, except the defendant.

The honorable court having heard the parties on both sides order the attachment against the money to be vacated and condemn the defendant to pay the costs of court.

Juffrouw Backers, plaintiff, against Jan Gou, defendant.

The plaintiff demands of the defendant 400 pieces of walnut, seven feet or more long on the average, according to affidavit, and requests immediate delivery thereof.

The defendant admits the debt and promises to do so.

The honorable court having heard the parties on both sides condemn the defendant to deliver to the plaintiff the 400 pieces of walnut demanded, within the next week.

Mr Jacob de Hinsse, plaintiff, against Herman Bastiaensz, defendant.

Case according to preceding minutes. The plaintiff demands of the defendant fl.80 in beavers for surgeon's fees of several years.

The defendant produces a counter claim of fl.32 in beavers for goods delivered.

[205] The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the surplus, being six beavers, *cum expensis*.

Ordinary session, Thursday, February 2, 1670/71

Presentibus: All the honorable magistrates and the schout, *demto* Pieter Meeusz

Citations

Claes Lock		Director J. van Rensselaer
Jan Becker		Juffrouw Curler
Hester Fonda		Symon Volckerts
Goossen Gerrittsz		Taeckel Dirricxsz
Jan Gou	1st default	Jacob Flodder
Cornelis Cornelisz	1st default	Jacob Flodder
Tryntie Claesz	1st default	Jacob Flodder
Jacob Sandersz Glen	1st default	Theunis Slingerlant
Schout van Marcken		Willem Teller
	1st default	Hendrick Lamberts

Jan Cornelisz Vyselaer gives notice of an attachment placed on 45 schepels of wheat on the farm of Jacob Jansz Flodder,

behind the Kinderhoeck, belonging to the said Flodder and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Claes Lock, plaintiff, against Mr Jeremias van Rensselaer, defendant.

The plaintiff demands of the defendant 2½ beavers for pipes, which at the time of their partnership were missed from their yacht and payment for which is held back by Goossen Gerrittsz, maintaining that the defendant is liable therefor, as he secured the profit. All *cum expensis.*

[206] The defendant answers that the plaintiff failed to speak of it in time and that long after that date they settled their accounts and that the plaintiff never said a word about it.

The honorable court having heard the parties on both sides, the plaintiff is nonsuited, because he neglected to notify the defendant thereof at the settlement of their accounts.

Jan Becker, attorney for Anthony Jansz, plaintiff, against Juffrouw Curler, defendant.

The plaintiff demands of the defendant the sum of fl.232:10 in seawan for wine and beer received by her husband, deceased. He requests payment therefor, as the account is sworn to.

Schout van Marcken, attorney for Juffrouw Curler, answers that such a sworn statement is not valid as it in itself contains a clause which Mons^{r}. Curler, being now deceased, can not vouch for.

The honorable court having heard the parties on both sides order Anthony Jansz to swear to his account against Mons^{r}. Curler absolutely, without any condition.

Hester Fonda, plaintiff, against Symon Volckerts, defendant.

The plaintiff demands of the defendant 12 schepels of oats and one beaver for goods delivered.

The defendant admits the debt, but exhibits a counter claim amounting to fl.52:4 in seawan for wages for carting firewood.

The plaintiff denies that she owes wages for carting wood and defers to the oath of the defendant. The same having been taken, she is condemned to pay the difference, amounting to the sum of fl.3:16, *cum expensis.*

[207] Goossen Gerrittsz, plaintiff, against Taeckel Dirricxsz,[1] defendant.

The plaintiff demands of the defendant the sum of fl.52:6 in seawan, for goods delivered.

The defendant admits the debt and offers to pay immediately in wheat.

The plaintiff says that he will not accept the wheat at a higher price than five guilders a schepel.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the fl.52:6 in seawan demanded, the defendant's property remaining attached until payment is made.

Cornelis Cornelisz gives notice of an attachment for the recovery of wages in the sum of 27½ schepels of wheat, placed on wheat belonging to Jacob Jansz Flodder, behind Kinderhook, and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Tryntie Claes, appearing in court, says that she has had an attachment placed on 106 schepels of wheat belonging to Flodder behind the Kinderhoeck; likewise an attachment on 200 boards at the said Flodder's kill, and requests that the said attachments may be declared valid.

The honorable court: *fiat.*

Schout van Marcken, plaintiff, against Willem Teller, defendant.

The plaintiff demands that the defendant exhibit his groundbrief before the honorable court, as he occupies more ground at Schaenhechtede than belongs to him.

The defendant denies it positively.

[208] The honorable court having heard the parties on both sides order the plaintiff to show by testimony of the proprietors of Schaenhechtede that all the land was measured with the same measure and that every one has the same amount of land.

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[1] Takel Dircksen Heemstraet.

Willem Fredericxsz Bout appearing before the court is appointed to the office of beer carrier and takes the oath of fidelity.

It is resolved to order the court messenger to go to the house of Evert Cornelisz to notify him that he is no longer beer carrier and that he is released from his oath.

It is resolved, upon the petition of Johannes Withart, to give for answer that the honorable court, for reasons them thereunto moving, refuse his request for a review of the case and that they refer to their former judgment.

Ordinary session, Thursday, February 16, 1670/71

Presentibus: All the honorable magistrates and Schout Salisbury.

Citations

Gerrart Swart	2d default	Herman Vedder
Jan Gou		Jacob Flodder
Cornelis Cornelisz		Jacob Flodder
Tyrntie Claes		Jacob Flodder
Sander Leendersz	1st default	Eldert Gerbertsz
Symon Volckerts		Jan Gerrittsz
Gerrit Cleasz		Sweer Theunisz
de Lorie		Cornelisz Theunisz
Pieter, the Frenchman		Cornelisz Theunisz
Mr Jan Becker	1st default	Eldert Gerberts
[209] Pieter Adriaensz		Helmer Otten
Jan Cornelisz	1st default	Volckert Jansz
		Jan de Wever
Claes Lock	1st default	Gabriel Thomasz
Jan Aelbertsz	1st default	Willem Abrahamsz
Marcelis Jansz	1st default	Claes Beever
Lambert van Valkenb[orgh]	1st default	Roeloff Jansz
Capt. Salisbury		Anne Ketelh[eym]
		Herman Gansevoort

Symon Volckerts, plaintiff, against Schout van Marcken, defendant.

The plaintiff demands of the defendant the purchase money of the pasture land sold by him in his capacity of vendue master.

The defendant answers that Joris Arisz bought the same and that he demands a proper conveyance and warranty against all claims.

The honorable court having heard the parties on both sides, adjudge that the plaintiff shall give Joris Arisz a proper deed and give security for obtaining the groundbrief at the expense of the defendant, who is ordered to furnish the money for it.

Jan Cornelisz Vyselaer, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant 45 schepels of wheat and one *vim*[1] of oat sheaves, which he has had attached, and requests payment.

The defendant admits the debt, but says that before signing he stipulated some exceptions.

[210] The honorable court having heard the parties on both sides adjudge that the plaintiff together with Cornelis Cornelisz were preferred creditors and condemn the defendant to satisfy the plaintiff, *cum expensis*. And in case of refusal, the amount shall be levied by judicial process.

Cornelis Cornelisz, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant 27½ schepels of wheat for wages, and says that he has had the same amount attached and request permission to levy the same.

The defendant admits the debt but says that he agreed with the plaintiff to pay him in boards at the rate of 25 stivers apiece.

The plaintiff, replying, says that this is not true and holds him to his obligation to pay in wheat.

The honorable court having heard the parties on both sides prefer the plaintiff over other creditors on account of the fact

[1] 104 to 108 sheaves.

that the money is due to him for wages for helping to bring in the grain, and order the defendant to pay the sum demanded, with costs.

Tryntie Claes, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant 106 schepels of wheat for goods received, which wheat she has had attached, and asks permission to levy payment.

The defendant admits the debt and asks for an account, in specie.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the sum demanded, with costs, and declare her attachment valid as to the balance of accounts.

[211] Pieter Adriaensz, plaintiff, against Helmerich Otten, defendant.

The plaintiff demands of the defendant 17 whole beavers, being the remainder of the promised extra payment.

The defendant admits the debt but claims from the plaintiff, according to contract, some goods and tools kept back by him, such as a churn, milk vats, shovels, spades, axes, etc.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 17 beavers demanded, provided that the plaintiff shall turn over to the defendant the goods which he has retained and to which the defendant can prove that he is entitled.

The honorable officer, Capt. Salisbury, plaintiff, against Anne Ketelhoesem,[1] defendant.

The plaintiff demands of the defendant the fine according to the ordinance for having ill-used Evert Cornelisz, beaten him and pulled the hair out of his head, according to the testimony of two trustworthy women.

The defendant answers that Evert Cornelisz abused her first and produces two separate depositions.

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[1] Anne Ketelhuyn.

The plaintiff, replying, says that the two depositions produced are of no value.

The honorable court having heard the parties on both sides, condemn the defendant to pay the plaintiff the sum of fl.25 in seawan, *cum expensis*.

Resolved to renew and draft an ordinance that all those who make a business of baking bread shall make known their names to the secretary and shall continually keep bread in their shops, the coarse loaf of eight pounds, the half loaf of four pounds, the white loaf of one pound and the half loaf of ½ pound, good bread, and that every quarter year, [212] commencing on this date, they must get a license from the court messenger and pay therefor each time six guilders in seawan. Likewise the tapsters, as follows.[1]

A petition is presented by Jan Oethout, praying that he may be granted the ferry.

The honorable court give for apostil: *fiat* the petitioner's request, provided that he must content himself with such salary as the former ferry master, Jan Timmel,[2] received.

The honorable magistrates of Albany, colony of Renselaersw[yck] and Schaenhechtade, daily observing the great irregularity, avarice and cupidity of the bakers in that some of them bake light weight bread and by way of extortion demand from the good inhabitants and burghers whatever price they please to put upon it, without being satisfied with a reasonable profit, giving not without reason ground for suspecting and distrusting their good faith and honesty in regard to the required and proper weight of the bread, and considering that this is a matter of very harmful consequence, especially with regard to poor people; and, furthermore, that in all well-governed cities and places careful supervision is exercised in such matters; Therefore, the honorable magistrates aforesaid, wishing to provide

[1] See below.

[2] Jan Toinel.

therein, in the name and on the part of his Royal Majesty of Great Britain, have ordained and hereby ordain as follows:

That all those who exercise the trade of baking and who earn their living by selling bread shall be held [213] to use and to weigh their bread with sealed weights of Amsterdam, or their equivalent, and that the common wheaten loaf shall weigh eight pounds and the half loaf four pounds, the white loaf one pound and the half loaf one-half pound, good and fit, according to the inspection of such persons as shall be authorized thereto by their honors, on forfeiture of the light weight bread and the bread that is unfit as above stated, and in addition a fine of fl.12 for the first offense; for the second time, in addition to the forfeiture of the aforesaid bread, a double fine and suspension from business for the space of six weeks; and for the third time, in addition to the aforesaid forfeiture, suspension from business for the period of one whole year and six weeks, and arbitrary correction, the aforesaid bread to be applied to the poor and the fines for the benefit of the officer.

And in order that what is hereinbefore written may be the better observed and to hold the bakers to their bounden duty, the honorable officer and the secretary and the court messenger, as often as they please, shall go around with scales and weights and make an inspection at the houses of the bakers.

Also, as to the matter of the inspection mentioned above, further deliberation will be had by their honors.

The bakers aforesaid shall appear before the secretary and have their names recorded and shall then obtain from the court messenger a license or *spincedule*[1] and promptly pay for it six [214] guilders seawan, which they must every quarter year have renewed, under the penalty of fl.12 seawan. This will take effect upon publication hereof.

And in accordance with the foregoing article shall govern

[1] Literally: a workhouse certificate; meaning a certificate of the payment of the tax for the support of the *spinhuis*, or workhouse.

themselves also the innkeepers and tapsters, under the like penalty.

It is also resolved to send the following ordinance to Schaenhechtade:

The honorable magistrates of Albany, colony of Renselaersw[yck] and Schaenhechtade having from trustworthy sources learned and been informed several times that some patentees of Schaenhechtade in a very dangerous manner make fire in their houses covered with straw and reed, which involves no small danger to their neighbors; therefore, their honors aforesaid, wishing to provide therein and remedy the condition as much as possible, hereby order all and every one of those whose houses are without chimneys to have them built before the first of the month of July next, under penalty of fl.50 to be applied to the benefit of the honorable officers and of being in addition prohibited from keeping fire therein.

And whereas it is very necessary to repair the block house here, it is further ordered that all those who come here from Schaenhechtade and who through their negligence are guilty of the burning of the planks on the sand hill (*sandtberch*), as well as those who are still in arrears [as to planks] for the first beginning of the said block house, shall deliver the same this winter, on pain of forfeiture of fl.50 to be applied for the benefit of the honorable officers.

Furthermore, in order to prevent all inconveniences [215] to those who so lightly undertake to travel to the Maquas' country, the Sinnekes, or the French territory, or elsewhere, whereby they render themselves suspected and distrusted, it is expressly forbidden to do so without lawful pass from the highest officer and the court here, on pain of arbitrary correction and punishment for any contravention thereof. Therefore, let everyone guard himself against loss. Done in council, etc. In Albany, the 16th of February, 1670/71.

Ordinary session, Thursday, March 2, 1670/71

Presentibus: All the honorable magistrates and Schout Salisbury

Citations

Gerrart Swart	1st default	Bastiaen Maersz
Claes Locq		Gabriel Thomasz
Jan Cornelisz		Dirckie Herms
Dirckie Herms		Meeuwes Pieters
Martten Cregier	1st default	Evert Wendel
		Roeloff Jansz
Jacob Sandersz		Theunis Slingerl[an]t
Marcelis Jansz	1st default	Eldert Gerbertsz
Tryntie Claes	1st default	Gerrit Claesz
M[r] Jacob	1st default	Jacob Arisz
Ryckie de Hinsse[1]		Johan Withart
M[r] Pretty		Pieter Winnen, the younger
M[r] Jan Becker	2d default	Eldert Gerbertsz
Capt. Salisbury	1st default	Roeloff Jansz

Ryckie Dareth, plaintiff, against Johannes Withart, defendant.

[216] The plaintiff says that she agreed with the defendant regarding some arrears for which satisfaction has already been made by her and received by him, but which the defendant now refuses, claiming to his alleged advantage that the plaintiff is about to get married and that it will doubtless be possible for her to satisfy him in full.

The defendant denies this expressly, stating that the agreement was about the interest, and maintaining furthermore that he is able to support himself in reasonable comfort and that he will not miss any part of the money that has been borrowed so long.

The honorable court, having heard the parties on both sides, find the case on both sides somewhat doubtful and put the matter into the hands of two referees, Stoffel Jansz and Andries Teller, who are invited and authorized to act as mediators in

[1] Rykje van Dyck, the widow of Jan Dareth.

the matter, if possible. In case no agreement can be reached, their honors will render judgment in the matter.

Skipper Claes Lock, plaintiff, against Gabriel Thomasz, defendant.

The plaintiff demands of the defendant restitution and compensation for some oats and maize delivered and complains that without his knowledge he has completely chased away his horse;[1] furthermore, that without his will and consent he keeps a bridle of his.

The defendant answers that it is not true that the horse remained in his stable only as long as the plaintiff says and presents some further arguments and exceptions.

The honorable court having heard the parties on both sides, order them to settle their dispute with the help of two referees, inviting and authorizing thereto Wouter Aelbertsz, the baker, and Aernhout Cornelisz, to serve as mediators in the case, if possible, and if they can not agree, their honors will decide the matter at issue.

[217] Dirckie Herms, plaintiff, against Meeuwes Pietersz, defendant.

The plaintiff demands of the defendant in writing eight schepels of wheat for wages.

The defendant admits the debt.

The honorable court having heard the parties on both sides, condemn the defendant to pay the plaintiff the eight schepels of wheat demanded in the space of six weeks, *cum expensis*.

Martten Cregier, plaintiff, against Evert Wendel, defendant.

The plaintiff demands of the defendant 13½ beavers for goods and merchandise received.

The defendant admits the debt, but says that he is at present without beavers and asks permission to pay in duffels, to which the plaintiff consents.

Jacob Sandersz Glen, plaintiff, against Theunis Slingerlant, defendant.

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[1] *syn paert buyten syn kennisse seer affgrontelyck heeft wech geiaecht;* apparently meaning that he had driven away the horse in such a way that it had totally disappeared.

The plaintiff demands of the defendant fl.75 in seawan.

The defendant admits the debt and promises to pay within one month.

The honorable court, having heard the parties on both sides, order the defendant to pay the plaintiff the fl.75 in seawan demanded within the space of one month according to his promise, *cum expensis.*

It is resolved to send two delegates from this court to New York to wait upon the right honorable general. Mr J. V. Rensselaer and Mr Philip Schuyler having been prevailed upon to depart for this purpose by the first yacht sailing hence, credentials will be delivered to them together with the following instructions:

[218] The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, having jointly examined the poor condition of their treasury and found that on closing accounts on the 29th of December last past they still owed the Receiver the considerable sum of fl. [blank], notwithstanding the fact that heavy arrears are also due to the minister and other officers, they, for various reasons them thereunto moving, do not deem it expedient for the present to burden the good inhabitants further with an assessment, as they are already heavily taxed for the stockade and fortification of the place. Therefore, their honors aforesaid, in view of the great necessity of the case, have delegated, as they hereby do delegate, two of their number, namely, Messrs J. V. Rensselaer and Philip Pietersz Schuyler, in whose capacity they repose full trust and confidence, to sail on the first yacht going to New York and on their arrival there to address themselves to the Right Honorable General Francis Lovelace to solicit his honor's benevolence, grace and favor toward this place, Albany, and the inhabitants thereof and to request his honor earnestly and urgently that they may receive here half the great excise or some other means to settle their arrears, doubting not but his honor will relieve and take to heart their declining state and help them to restore their finances. Requesting further that this [petition for] remission (*renversael*)

and the credentials may be accepted. Thus done at the meeting of the honorable magistrates, in Albany, the 2d of March 1670/71[1].

[219] Ordinary session, Thursday, March 23, 1670/71

Presentibus omnibus

demto

Philip Schuyler

Citations

Gerrart Swart	2d default	Bastiaensz Maersz
Wynant Gerrittsz		Geertruyt Vosburgh
		Johannes Provoost
		Gerrart Swart
Hendrick Roosenboom		Styntie Jans
Dirck Wessels		Jan Spoor
Jan Bruyn		Juriaen Kalier
Mr. Jan Becker	1st default	Eldert Gerbertsz
		Pieter Roode
Jacob Sandersz	1st default	Dirck Hesselingh
Martten Cregier	1st default	Eldert Gerbertsz
		Hendrick Willemsz
Jacob Sandersz	1st default	Jan Gerrittsz
	1st default	Lysbeth Rinckhout
Herman Vedder	1st default	Hendrick Maersz
Marcelis Jansz		Eldert Gerbertsz
Mr. Pritty		Pieter Winnen
Juriaen Theunisz	1st default	Jacob Flodder
Maria Becker	1st default	Theunis Cornelisz
Pieter Broun		Jan Gou
Jan van Bael	1st default	Herman Bastiaensz
Paulus Maertens	1st default	Aert Goossens
Capt. Salisbury	1st default	Pieter, the Frenchman
		Steven Jansz

[1] Cf. Council minutes of March 27, 1671, in *Minutes of the Executive Council of the Province of New York*, 1:81-84.

Wynant Gerrittsz, plaintiff, against Geertruyt Vosburch, defendant.

[220] The plaintiff requests that the decision of the court, according to the extract from the record, dated February 18, 1668/9, may take effect as to the extra time, over and above the year, which he has sawed and shows by accounts that he has already paid more [than he owed], which he should like to be set off against the extra sawing.

The defendant does not accept the account and says that the boards are for the greater part appraised too high and that he has no more right to the pinion than she has. She also says that she does not know of any expenses and that she has given no order therefor and, as she does not know much about this, she requests delay until the arrival of Philip Schuyler.

The honorable court, *fiat* delay until the arrival of Mr Schuyler.

Hendrick Roosenboom, plaintiff, against Styntie Jans, defendant.

The plaintiff demands of the defendant for rent of a corner of the garret of the church five schepels of wheat.

The defendant answers that she promised to pay but four schepels and furthermore that she stored but 20 schepels in the garret and offers to pay for the 20 schepels.

The honorable court having heard the parties on both sides order the defendant to pay the plaintiff four schepels of wheat together with the costs of the court.

As to the suit of Dirck Wessels, plaintiff, against Jan Spoor, Juriaen Kalier and Jan Bruyns, the parties are ordered to appear in person on the next court day.

Jan Becker, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

[221] The plaintiff demands of the defendant fl.66 in seawan and the costs of the suit on account of Claes Diedelo.

The defendant admits the debt and offers through Flodder to pay immediately in boards.

The plaintiff does not wish to accept the boards, but demands seawan in accordance with the bond.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the fl.66 in seawan demanded within the space of eight days, with costs.

Martten Cregier, plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff demands of the defendant 62 schepels of wheat according to his bond.

The defendant admits the debt and promises to pay.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the 62 schepels of wheat demanded within the space of 14 days, with costs.

Marcelisz Jansz, plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff demands of the defendant ½ *mudde* of wheat, being the balance of his bond, with costs.

The defendant admits the debt, but says that he has a counter claim and asks that the amount be deducted.

The honorable court, having heard the parties on both sides, order them to adjust their accounts and in case of non-agreement to appear again before the court on the next court day.

[222] Mr Pritty, plaintiff, against Pieter Winnen, defendant.

The plaintiff demands of the defendant fl.24 in beavers and fl.3:10 in seawan for goods delivered.

The defendant admits the debt, but says that he does not have the money.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the fl.24 in beavers and fl.3:10 in seawan demanded within the space of six weeks, provided that he offer sureties for the money within 24 hours.

Pieter Broun, plaintiff, against Jan Gou, defendant.

The plaintiff demands of the defendant 22 schepels of wheat.

The defendant admits the debt and promises to pay the same.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the 22 schepels of wheat demanded within the space of eight days.

Capt. Salisbury, plaintiff, against Steven Jansz Koningh, defendant.

The plaintiff demands of the defendant six beavers which he has had attached by Capt. Backer, and this on account of the pasture.

The defendant admits the debt if his agreement with Backer may take effect; otherwise he requests payment for his fence.

The honorable court, having heard the parties on both sides, declare the attachment valid and order the defendant to make the fence of the pasture tight. When Capt. Backer comes up the river judgment in the matter at issue will be given.

[223] Ordinary session, Thursday, April 13, 1671

Presentibus omnibus

Citations

Willem Teller		Hendrick Willemsz
Jan Hendricxs Bruyns	1st default	Robbert Sandersz
Jan van Bael		Herman Bastiaens
Jan Gou		Jan Cornelis
Wynant Gerritts	1st default	Geertruyt Vosburch
Mr Pritty	1st default	Pieter Pietersz Winne
Pieter Bogardus		Juriaen Groenew[ou]t
Herman Vedder		Hendrick Maersz
Martten Hoffman		Christiaen Pieters
Gerrit Theunisz		Mr Pritty
Juriaen Theunisz		Jacob Flodder
Jacob Schermerhorn		Jacob Flodder
Volckert Jansz	1st default	Sander Leendertz
Non comparuit The honorable officer		Geertruyt Barents
Eldert Gerbertz	1st default	Hendrick Meeusz
	1st default	Willem Martensz

Non comparuit Willem Fredericxsz		Juffrouw Curlers
Catelyn Noormans		Pieter Jacobsz Borsboom
Master Jan	2d default	Pieter Roode
	1st default	Hendrick Vermeulen
Juffrouw Ebbincx	1st default	Sander Leendertz
Jacob Sandersz Glen	2d default	Lysbeth Rinckh[ou]t
	2d default	Dirck Hesselingh
	1st default	Hendrick Vermeulen
	1st default	Aelbert Aelberts
Davidt Schuyler	1st default	Jan de Wever
Marcelis Jansz	1st default	Claes Bever
Tryntie Claesz	2d default	Gerrit Claesz
Pieter Cornelisz	1st default	Sweer Theunisz
Jan Cornelisz		Volckert Jansz
Cornelis Theunisz		Juffrouw Ebbincx
Theunis Spitsberghen		Saccharias Sickels
Hendrick Willemsz	1st default	Johan Withart

[224] Catelyn Noormans, plaintiff, against Pieter Jacobsz Borsboom, defendant.

The plaintiff demands of the defendant for goods delivered to him during the life time of her first husband, deceased, fl.61 in beavers and fl.34:14 in seawan, and requests payment thereof.

The defendant answers that he must have other evidence of the plaintiff's claim as to plows, etc. and furthermore that he paid her three beavers and has a counter claim of fl.59 in beavers.

The plaintiff accepts the counter account and claims the balance.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the balance of fl.34:14 in seawan and fl.1:10 in beavers within the space of six weeks, with costs.

Cornelis Theunisz, plaintiff, against Juffrouw Ebbincx, defendant.

The plaintiff demands of the defendant payment for surgical treatment of two horses promised to him by her deceased husband[1] and agreed upon at 12 silver ducatons.

The defendant answers that he has waited 16 years and that in all that time she has been neither insolvent nor out of the country. She therefore requests evidence over her deceased husband's signature and says that she will then be glad to pay.

The honorable court having heard the parties on both sides adjourn the case to the next court day. Meanwhile, they can think the matter over.

Jan Cornelisz, plaintiff, against Volckert Jansz, defendant.

The plaintiff demands of the defendant 14 schepels of wheat and three beavers for wages earned in the Esopus.

The defendant answers and shows by a letter from Ceesie Wouters that the plaintiff has received six schepels of wheat more than he is entitled to, so that he does not admit that he owes him anything more.

[225][2] The honorable court having heard the parties on both sides order the plaintiff to adjust accounts with Ceesie Wouters and also with Volckert and then to produce the results.

Juffrouw Tellers, plaintiff, against Hendrick Willemsz, defendant.

The plaintiff demands of the defendant the sum of fl.353:4 in beavers, for goods delivered, according to his bond, less the payments made thereon.

The defendant answers that the plaintiff received and accepted in payment some assignments of his predecessor, which she has kept these many years in her possession, maintaining that he is not bound to pay said sum, since, if these assignments

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[1] Johan de Hulter, who died in 1658. In 1659, the widow, who was a daughter of Johannes de Laet, married at New Amsterdam Jeronimus Ebbingh, or Ebbinck, from Hamburg. See *Early Records of Albany*, 3:75.

[2] Between pages 224 and 225 is inserted an ordinance about the destruction of wolves, dated October 12, 1671, for which see the minutes of that date.

had been returned in time to his predecessor, he could have sued the sureties thereof.

The honorable court having heard the parties on both sides, adjourn the case until the next court day, in order that one may render an account and the other make further search among his papers.

Jan van Bael, plaintiff, against Hester Tiercx, defendant.

The plaintiff demands of the defendant 27½ schepels of wheat with costs.

The defendant admits the debt and says that she gave the plaintiff an order therefor, drawn on Volckert Jansz, who was indebted to her.

The plaintiff in reply says that he has not received any payment.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the 27½ schepels of wheat in the space of two months, with costs.

Jan Cornelisz Vyselaer, plaintiff, against Jan Cornelisz Root, defendant.

The plaintiff demands of the defendant 9 schepels of wheat.

The defendant admits the debt and promises to pay within the space of one month.

[226] The honorable court having heard the parties on both sides order the defendant to pay the plaintiff the nine schepels of wheat within the space of one month, according to his promise.

There was presented a petition of the people of the Augsburg Confession praying that their magister, Fabricius, may be permitted to answer a certain controversial writing sent to him by Domine Schaets, alleging further that this was done with the knowledge of the honorable court. Whereupon the apostil is made that Magister Fabricius may do as he pleases and that the honorable court have no knowledge thereof, but that they are confident that without any doubt Domine Schaets had reason therefor.

Mr Pritty gives notice of an attachment in the sum of fl.40 placed on the money of Robbert Williamsz, in the hands of Maritie Damen, and request that the same may be declared valid.

The honorable court: *fiat.*

Pieter Bogardus, plaintiff, against Juriaen Jansz, defendant.

The plaintiff demands of the defendant payment of 10 beavers with the costs of the suit, according to the judgment of last summer.

The defendant says that he sold a cow to the plaintiff for 8½ beavers, and as to the costs, he thinks it too much to have to pay them alone. The balance he will be glad to pay as soon as he receives money.

The plaintiff says that he bought the cow for 7 beavers only.

The honorable court having heard the parties on both sides order the defendant to prove on the next court day that he sold the cow to the plaintiff for 8½ beavers. As to the costs, the parties are to regulate themselves according to the previous judgment.

Herman Vedder, plaintiff, against Hendrick Maersz, defendant.

[227] The plaintiff demands of the defendant payment for a canoe which he loaned to him more than a year ago and which was lost. Requests satisfaction therefor.

The defendant answers that he can not pay for the canoe, as Gysbert van den Berch broke the same.

The honorable court having heard the parties on both sides, order the defendant to satisfy the plaintiff for the canoe, saving his action against Gysbert van den Berch, as he shall deem best.

Martten Hoffman, plaintiff, against skipper Christiaen, defendant.

The plaintiff demands of the defendant restitution of or payment for two English blankets, which he gave him last summer

to deliver to his wife, together with a letter, and which he has not delivered.

The defendant answers that he took the blankets with him and that as far as he knows his wife called for the same. If she is willing to make an affidavit that she did not receive them with the letter, he is ready to make good the loss.

The honorable court having heard the parties on both sides, order the defendant to give sufficient security for the two blankets and to investigate the matter at New York, in order upon his return to give a better explanation thereof. Meanwhile he is released from his arrest.

Gerrit Thonisz, plaintiff, against Mr Pritty, defendant.

The plaintiff says that he gave to an Englishman of the north 13 heavy beavers to be delivered to another person there, for whom Mr Pritty became surety on condition that he should receive two schepels of wheat therefor. Now he has received notice that the beavers have not been delivered and is being dunned therefor. He therefore requests that the defendant may be condemned to pay the beavers, *cum expensis*.

[228] The defendant answers that it is true that at first he was surety, but that the plaintiff refused to pay the two schepels of wheat and that he released him from his bond, as he shows by testimony of his servant, Franck, who is said to have heard it.

The plaintiff, in reply, says that this is not true and that he never thought of saying that, demanding payment as above.

The honorable court having heard the parties on both sides, order the defendant to prove by sufficient witnesses that the plaintiff said that he was well satisfied with Beniamin Wicht, even if it was twice the amount; and this on the next court day.

Juriaen Theunisz, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant 200 boards or fl.200 in seawan, according to his bond.

The defendant admits the debt and says that he can not well pay it for the present, as the mill is out of order.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum demanded within the space of six weeks, *cum expensis.*

Jacob Schermerhorn, plaintiff, against Jacob Flodder, defendant.

The plaintiff says that the defendant along the river side at Schotack has a small strip of land which is not fenced in, whereby they suffer much damage. He requests that he may be ordered to fence in the same.

The defendant answers that on account of a small strip of land he can not [be forced to] protect their entire land.

The honorable court having heard the parties on both sides, order each person to fence in his own land, in order that no one may suffer damage, or otherwise the damage will have to be made good by him through whose neglect it occured.

[229] The honorable court order Eldert Gerberts to pay Marcelis Jansz for the half *mudde* of wheat, for which he received a receipt and the secretary remained surety.

Herman van Gansevoort, attorney for Asser Levy, appearing in court, says that he has caused an attachment to be placed on wheat in the hands of Dirck the Swede, belonging to Cornelis Willemsz, residing at Sprinckfelt,[1] in New England, and requests permission to levy the same upon giving security therefor.

The honorable court grant the request to levy, on condition of giving security.

Claes Locq, appearing, offers himself as surety for skipper Christiaen for the satisfaction of the previous judgment, until his return.

Jacob Sanders, appearing, says that he has had fl.711 in beavers of Willem Bout attached in the hands of Willem Nottingam, and requests that the attachment may be declared valid.

The honorable court: *fiat.*

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[1] Springfield, Massachusetts.

Extraordinary session, Tuesday, April 18, *post meridiem*

Presentibus omnibus
demto
Pieter Meeusz

The honorable Jeremias van Rensselaer, director of the colony, and Philip Pietersz Schuyler deliver to the honorable court the answer of the right honorable general of New York to the request made to his honor in accordance with the [petition for] remission (*renversael*) taken with them for that purpose, in the matter of one half of the great excise to make up the arrears, and they are sincerely thanked for their services.[1]

Adriaen Appel, appearing, requests by petition whether a power of attorney in due form [230] has not greater force than a simple letter and asks that Jan Becker be enjoined from hindering him in collecting the money due from Domine Schaets.

The honorable court adjudge that the power of attorney shall have its full effect; and whereas Pieter Ryverdingh has written privately to Jan Becker to take good care of the matter, permission is given to Appel to receive the money and with Becker's knowledge to send it to Holland.

Geertruyt Jeronimus, appearing, shows a letter from Captain Pinchon, residing at Springhfelt in New England, requesting her to collect some money on behalf of one Cornelis Willemsz, who is bankrupt. She therefore requests permission to attach some grain behind Kinderhook which is due to him.

The honorable court: *fiat requisitium.*

It is resolved to draw up an ordinance providing that henceforth none of the inhabitants of Albany, the colony of Rensselaerswick and Schaenhechtede and the entire district thereof, of what rank or capacity he may be, and whether he be an Englishman or a Dutchman, shall either directly or indirectly be allowed to sell, barter or exchange to or with the Indians any

[1] Cf. *Minutes of the Executive Council of the Province of New York.* 1:83-84.

strong drink, consisting of brandy, distilled liquor or rum, on any pretext whatsoever, as follows:

[The remainder of page 230 and page 231 are blank]

[232] Extraordinary session, April 19, 1671

Presentibus

Messrs Philip Pieters
Goossen Gerrittsz
Jan van Bael
Capt. Salisbury

After deliberation it is decided and resolved to appoint the honorable officer, Capt. Salisbury, Mr van Bael, of the honorable court, and Mr Adriaen Gerrittsz, former magistrate, a committee to supervise the setting of the posts, as follows:

The honorable magistrates of Albany, the colony of Rensselaerswyck and Schaenhechtede hereby notify and warn all burghers and residents of this place that each one, in conjunction with his neighbor, must set his allotted and assessed share of the posts within the space of 14 days; but before beginning they shall confer with Capt. Salisbury, Mr van Bael and Mr Adriaen Gerrittsz, who are authorized to show each person what to do and to draw the line; also to throw out the poor posts and to condemn them as unfit, in order that the work may be done in a decent way. Furthermore, the posts shall be set three feet deep, on the lower side. And whoever remains in default with respect to what is hereinbefore written shall incur a fine of fl.25 in seawan, to be applied to the benefit of the honorable officer. Therefore, every one is warned to guard himself against loss, etc.

Jan Conneel gives notice that he has caused fl.60:18 in seawan belonging to Paulus Maertens to be attached in the hands of Herman Gansevoort and requests that the attachment may be declared valid.

The honorable court: *fiat.*

Mr G. Swart is ordered to pay to Capt. Baker two beavers out of the money of Mr Willet, etc.

[233] Extraordinary session, Tuesday, April 25, 1671

Presentibus:

Messrs Philip Pietersz Schuyler
Goossen Gerrittsz
Jan van Bael

There is presented a petition of the patentees and proprietors behind the Kinderhook whereby they request that Pieter van Alen and Adam Dinghmans may be chosen principally to look after the private and public interests in building fences, roads and enclosures and all that pertains thereto, and this without regard to persons; likewise properly to fence in and keep fenced in their farms and see that no one drive cattle on the land before the 25th of September; and in case any animals trespass on some other person's land to see that they are not molested by any one, whether with dogs or otherwise, but that they are put into a pound, which shall be set aside for the purpose, the damage suffered to be repaired by the owners for the benefit of the place, to which no exceptions are to be allowed, unless one's fence were defective, in which case such person shall stand the damage. Furthermore, that the patentees may be held to help in building the roads and to keep them in repair, and that Jacob Martens may be authorized to serve the summons and notices.

The honorable court grant the petitioners' request and authorize Jacob [234] Martens to serve summons and notices there, which he is to send promptly here to Jacob Sanders Glen, the court messenger.[1] Furthermore, the chosen overseers and Jacob Martens shall at the first opportunity present themselves here to swear that they will faithfully perform their duties.

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[1] In the accounts of the colony of Rensselaerswyck, Jacob Sanders is credited under 1677 with six years' salary as court messenger from Sept. 3, 1668, to Nov. 3, 1674, at f1.50 in seawan per year, or a total of f1.308. He probably received a like or larger amount from Albany and Schenectady.

Ordinary session, Thursday, May 4, 1671

Presentibus omnibus

Citations

Hendrick Meesz	1st default	Frans Jansz
Marcelis Jansz		Claes Bever
Thomas Rogers		Maritie Damen
Volckert Jansz	2d default	Sander Lenderts
Gerrit Swart		Bastiaen Cornelis
Non comparuit Herman Jansz	1st default	Gerrit Lamberts
Jacob Sanders	3d default	Lysbeth Rinckhout
	2d default	Dirck Hesselingh
Mr Jan		Pieter Roode
Juffrouw Ebbincx	2d default	Sander Leenderts
Storm Aelberts		Eldert Cruyff
Willem Teller		Pieter Adriansz
Jan Povey		Jan Gou
	1st default	Roeloff Jansz
Jan Gou	1st default	Willem Abrams
	1st default	Theunis Cornelis
Jan Bruyn		Robbert Sanders
Mr Pritty	2d default	Pieter Winnen Jr
Wynant Gerrittsz		Geertruyt Vosb[urg]h
Robbert Sanders		Frans Jansz
		Maes Cornelisz
Eldert Cruyff		Marcelis Jansz
Evert Luycasz	1st default	Gysbert Cornelis
Cornelis Thymonsz		Baeffie Pieters

[235] Thomas Rogiers, plaintiff, against Maritie Damen, defendant.

The plaintiff demands of the defendant the sum of fl.36 in seawan for work done for her by two Englishmen who assigned their claim to him.

The defendant answers that they did not earn their board and did not work as many days as the plaintiff says.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.25 in seawan, with costs.

Mr Swart, plaintiff, against Bastiaen Maersz, defendant.

The plaintiff demands of the defendant for expenses according to his account the sum of fl.40 in seawan and one beaver.

The defendant's third default.

The honorable court declare the defendant in default and debarred from all defense, exceptions and excuses and condemn him to pay the said sum of fl.40 in seawan and one beaver to the plaintiff, with costs.

Marcelis Jansz, plaintiff, against Claes Beever, defendant.

The plaintiff demands of the defendant the sum of fl.24-9 in seawan for a tavern debt.

The defendant admits the debt and says that he has never refused to pay. Also, that he loaned to the plaintiff's wife an adze and received another one in return and requests restitution of the adze.

[236] The honorable court having heard the parties on both sides and information given by the plaintiff's wife, condemn the defendant to pay the plaintiff the sum of fl.24[-9] in seawan, with costs.

Jacob Sandersz Glen, plaintiff, against Lysbeth Rinckhout, defendant.

The plaintiff demands of the defendant fl.12 in seawan for goods delivered, with costs.

The defendant's third default.

The honorable court declare the defendant in default, etc.

Jan Becker, plaintiff, against Pieter Roode, defendant.

The plaintiff demands of the defendant the sum of fl.16 in beavers and fl.36 in seawan, with the costs of the trial, [agreeing to] deduct fl.16 in seawan upon the [production of] evidence by Barent Jansz that Urssel accepted them.

The defendant answers by letter, in which he admits that he owes the two beavers with costs, but denies that he owes

the fl.36 in seawan, referring to Barent Jansz, who has knowledge thereof and who disbursed the money.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.16 in beavers and fl.36 in seawan demanded, less fl.16 if evidence is submitted by Barent Jansz, and this within the space of six weeks, with costs.

Sturm van der Zee, plaintiff, against Eldert Gerbertsz Cruyff, defendant.

[237] The plaintiff says that Jan Cornelisz Roodt assigned to him and Juriaen Theunisz all the money which according to the judgment is due to him from the defendant.

The defendant answers that he has heretofore objected to certain items, among them one of fl.75 in seawan, and says that Jan Cornelisz has stolen it like a thief. The rest he is willing to pay.

The honorable officer requests that a note be made thereof and that the defendant shall prove it.

The honorable court having heard the parties on both sides order the defendant to pay the money according to the judgment to the plaintiff and Juriaen Theunisz Tappen, reserving his claim, which he agrees to prove, against Jan Cornelisz, but first of all the said money must be paid.

Willem Teller, plaintiff, against Pieter Adriaensz, defendant.

The plaintiff demands of the defendant fl.63 in beavers, arising from goods delivered to him many years ago according to his account.

The defendant admits the debt and says that he offered to pay the same in seawan, which the plaintiff refused, and further says that he has a counter claim.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the fl.63 in beavers. As to the counter claim, the defendant can have the plaintiff summoned to appear.

[238] Jan Povey,[1] plaintiff, against Jan Cornelisz Vyselaer, defendant.

The plaintiff demands of the defendant fl.110 in seawan, arising from [the purchase of] a horse, less 11 schepels of wheat at fl.5 a schepel.

The defendant admits the debt, but counts the wheat at fl.5:10 a schepel, which he paid for it, and promises to pay the remainder within three weeks.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.110 in seawan demanded, less 11 schepels of wheat reckoned at fl.5:10 a schepel, according to his promise, within the space of three weeks, with costs.

Jan Hendrick Bruyns, plaintiff, against Robbert Sanders, defendant.

The plaintiff produces an affidavit showing that the defendant grossly slandered the magister,[2] etc.

The defendant asks for a copy of the complaint and the affidavit in order to make answer thereto on the next court day.

The honorable court: *fiat.*

Robbert Sandersz, plaintiff, against Maes Cornelisz and Frans Jansz Pruyn, defendants.

The plaintiff requests that the defendants shall tell the truth, whether they heard Magister Fabritius in a sermon slander the Calvinists, saying: "These lying and rascally Calvinists."

[239] Maes Cornelisz answers that there was indeed preaching about rascally Calvinists, but that this was in connection with another subject.

Frans Jansz Pruyn offers to swear that at present he knows nothing about it, except that he has a vague recollection that he, [Fabricius], scolded.

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[1] On September 23, 1670, Jan Povey and Juriaen Jansen were appointed public butchers at Albany. Munsell's *Annals*, 4:19-20.

[2] The Rev. Jacobus Fabricius, the Lutheran minister.

The honorable court adjourn the case, in order that they may think the matter over and make answer in 24 hours.

Wynant Gerrittsz, plaintiff, against Geertruyt Vosburgh, defendant.

The plaintiff says that he has had the account drawn up and closed, as he exhibits the same to the honorable court, and that there is still due to her the sum of fl. [blank].

The honorable court order the plaintiff to pay the defendant as much as the account shows is due to her.

Pieter Bogardus, plaintiff, against Juriaen Jansz Groenewout, defendant.

Case according to the preceding minutes. The defendant produces an affidavit showing that the cow in question was sold for 9 beavers to Dirck Hesselingh, on condition that the purchase would be void if Pieter Bogardus desired the cow and that afterwards he sold her to the plaintiff for ½ beaver less.

The honorable court having heard the parties on both sides put the value of the cow at eight beavers, etc.

Cornelis Thymensz, plaintiff, against Baeffie Pieters, defendant.

[240] The plaintiff demands of the defendant 10 schepels of wheat for the rent of land, which money he has caused to be attached.

The defendant admits the debt, but claims that she may keep the land as it was leased to her, referring to the testimony of Schout van Marcken.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the 10 schepels of wheat demanded, the attachment remaining valid.

Cornelis Theunisz, plaintiff, against Juffrouw Ebbincx, defendant.

Case according to the preceding minutes. The plaintiff persists in his former demands and requests payment of 12 ducatons.

The defendant answers as recorded in the preceding minutes and persists therein likewise.

The honorable court having heard the parties on both sides order the plaintiff to produce written evidence that such amount was promised him by the defendant's deceased husband and that he cured the horse.

Juffrouw Teller, plaintiff, against Hendrick Willemsz, defendant.

Case according to the preceding minutes. The plaintiff demands of the defendant the sum of fl.171:4 in beavers according to his account and requests payment.

The defendant answers as recorded in the preceding minutes that the assignments were retained by her much too long and that consequently he is not bound to pay.

The honorable court having heard the parties on both sides adjudge that the assignments turned over to the plaintiff so many years ago must serve as payment, as she has failed to return them in time. [241] Secondly, that the defendant would be seriously deprived of his right, as within that time he could himself have sought the payment thereof. They therefore hereby dismiss the plaintiff's demand.

Extraordinary Session held in Albany, Saturday, May 6, 1671

Presentibus, Messrs:

Capt. de Laval
Capt. Lovelace
Mr J. V. Rensselaer
Capt. Salisbury
Philip Pieters
Goossen Gerrittsz
Jan Hendricxsz van Bael

It is resolved and decided to draw up an ordinance providing that none of the inhabitants of Albany, the colony of Rensselaerswyck or Schaenhechtede shall be allowed according to the proposed resolution to sell any brandy to the Indians.

And whereas the honorable general of New York makes objection thereto and by letter grants permission to do so to

Sergeant Parker, which the honorable magistrates consider to be very inadvisable and prejudicial; therefore, they are inclined to leave the aforesaid trade free as it was before and to content themselves with a tax.

The honorable Messrs de Laval and Capt. Lovelace[1] decide that the requested privilege shall take its course and that neither Sergeant Parker nor any one else shall be allow to do so, etc.

[242] The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede hereby notify and inform all burghers and farmers, both here and in the colony of Rensselaerswyck and at Schaenhechtede and in the entire district, and this with the consent of the right honorable general of New York and the advice of his honor's high council, that after two weeks from this date no one, of whatever rank or capacity he may be, whether Englishman or Dutchman, soldier or free man, neither through his wife, children, man servants or maid servants, directly or indirectly, shall be allowed to sell, barter or trade any strong liquors, such as brandy, distilled liquors, or rum,[2] to the Indians, upon any pretext whatsoever, and this for the reason that their honors reserve such sale to themselves to make up or wipe out the excessive arrears. Whoever shall act contrary hereto shall for the first offense be mulcted in the sum of fl.300; the second time be fined double the amount, and the third time have to pay fl.600 and be arbitrarily punished, one third of the fine to be applied to the benefit of the honorable officer, one third toward the upkeep of the church and one third to the informer, whose name shall be kept secret. And in case the honorable officer finds any Indian or Indians with any cask or casks filled with such liquors in any houses, the owners thereof shall, in case of denial, be held to purge themselves under oath; likewise in case there is any apparent indication of the same.

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[1] Thomas Delavall and Capt. David Lovelace. Cf. *Minutes of the Executive Council*, 1:89-90.

[2] *brandewynen, gedistileerde waeteren, off rommen;* apparently intended for: brandy, rum, or other distilled liquors.

To which end the officers here and at Schaenhechtede are ordered to keep close watch and to mulct the offenders in the above mentioned fines, and this without any favor, concealment or collusion. Thus done at the meeting on the date above written.

[243] Extraordinary session, Tuesday, May 9, 1671

Presentibus, Messrs:

Capt. de Laval
Capt. Lovelace
Mr J. V. Rensselaer
and the magistrates

There was presented a petition of Mons[r] Witthart, requesting that he may be released from the fine which he was condemned to pay on January 19, 1670, and offering some excuses in the matter.

The honorable Mr de Laval and the court having carefully considered and examined the matter at issue and the testimony of Thomas Rogier, confirm the former judgment and decide that there is no further relief for the petitioner.

Maes Cornelis being called to appear before the court and being asked whether he was willing to speak the truth and whether he did not hear the magister say in a certain sermon: " Those lying and rascally Calvinists," answers: Yes, but that he does not know in what connection he said so, as he was making a parable concerning the body of Christ.

Extraordinary session, Wednesday, May 10, 1671

Presentibus ut supra

There was presented a petition of some of the burghers praying that the ordinance [recently] published may be annulled and offering at the same time to submit to an increase in the excise whereby the arrears may be paid, considering that Indians must in any event make good the same.

[244] The honorable court having read and examined the petition order the burghers to select 7 or 8 of them to consult with each other as to what they think may be the best means and then to appear before the court and to announce their resolution.

The former judgment against Willem Bout in favor of Jacob Sanders is confirmed, reserving his right to bring such suit against Juffrouw Curlers as he shall deem best.

Geertruyt Vosburch, plaintiff, against Wynant Gerrittsz, defendant.

Case according to the preceding minutes. The plaintiff claims from the defendant payment for the mill and for the pinion and rack, which he says belong to him and for which he deducts so much from her account; also various accounts for the term of the lease, etc.

The defendant persists that the pinion and rack belong to him according to correct accounts. As to other accounts, he says that he paid her, as will appear from the testimony of the vendue master and Gerrart Swart, who drew them up, maintaining that he does not owe her anything more.

The honorable court having heard the parties on both sides and examined the documents respectively submitted in the matter aforesaid and having carefully considered everything adjudge that the plaintiff has a half interest in the pinion and rack, which the defendant has excepted for his benefit alone; also that the judgment heretofore given and approved by the honorable General Nicolls makes no [245] mention thereof. They therefore condemn him to pay the plaintiff as much as he deducted therefor, being the sum of fl.164, and all further claims are and remain herewith settled, so that the case of the parties is herewith dismissed.

The honorable court having examined a certain petition, in the margin of which it is stated that Hans Carelsz, the petitioner, is granted a small house to live therein *ad dies vite*, on condition that he is to keep it in proper repair, which he has not done.

having on the contrary taken from it some hardware and sold it to others, he is deprived thereof and the said house is granted to Jan Verbeeck, in accordance with the order of the right honorable general of New York.[1]

Extraordinary session, Thursday, May 11, 1671

Presentibus ut antea
demto
Pieter Meeusz

Willem Bout, appearing, requests that an appeal from the judgment given against him yesterday, may be allowed and entered at the expense of Juffrouw Curlers, provided he produce satisfactory evidence that the sum specified was paid by Curler, deceased.

The honorable court grant the request.

A communication and opinion is presented by Jan Becker, Mr Slichtenhorst, Mr Roosenboom and Dirck Wessels, in the name of the entire commonalty, requesting that a tax may be [246] levied by the honorable magistrates upon the brandy, rum and distilled liquor sold to the Indians, not by way of excise, but by way of assessment, once for all, without binding the commonalty to continue the same, to wit, only for this current year, and this for the payment of the arrears of the place.

Whereupon the honorable Capt. de Laval, Capt. Lovelace and the honorable magistrates conclude and decide it to be for the best interest of the community that the recent ordinance on the subject of the sale of brandy be annulled and repealed and the matter remain as before, for which reason their honors shall devise other means to supply the deficiency.[2]

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[1] On May 27, 1687, Jan Verbeeck sold his right and title in the premises to Marten Cregier, Jr, who obtained a patent for the lot on June 24, 1697. See Munsell's *Annals*, 3:25–26.

[2] Cf. *Minutes of the Executive Council of the Province of New York*, May 18, 1671, 1:89–90.

Ordinary session, Thursday, May 25, 1671

Presentibus omnibus

Citations

Hendrick Meeusz		Frans Jansz Pruyn
Hendrick Maersz		Gysbert van[den] Berch
Gysbert Cornelisz		Sturm v[an der] Zee
Eldert Gerbertz		Jacob Flodder Herman Gansevoort Marcelis Jansz
Hendrick Willemsz		Johan Withart
Jacob Flodder		Eldert Cruyff
Cornelis Cornelisz Viele	1st default	Corn[elis] Theunisz
Jan Cornelisz		Eldert Cruyff
Juffrouw Ebbincx	3d default	Sander Leendertz
Herman Gansevoort		Maria Damen Barent Arentsz
Jan Povey	2d default	Roeloff Jansz
Capt. Salisbury		Eldert Cruyff Jan Cornelisz Jocchum Ketel Anne Ketel

[247] Hendrick Meeusz, plaintiff, against Frans Jansz Pruyn, defendant.

The plaintiff demands of the defendant 3½ beavers earned by his wife's first husband, his predecessor, by bricklaying, and requests payment thereof.

The defendant answers that the man died and did not fulfil the terms of the contract. Meanwhile, he has set Theunis, the mason, to work and offers to pay what he earned, the defendant referring further to the decision of the said Theunis, the mason.

The honorable court having heard the parties on both sides refer the matter to the decision of Theunis, the mason, and order the defendant to satisfy the plaintiff accordingly.

Hendrick Maersz, plaintiff, against Gysbert van den Berch, defendant.

The plaintiff demands of the defendant payment for a canoe, as he was ordered to pay Herman Vedder for the same, which canoe the defendant quietly took from his house and which was knocked to pieces by the wind.

The defendant answers that it was not his fault and that he fished the same [out of the water].

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff two thirds of the value of the said canoe, the remaining third [of the loss] to be borne by the plaintiff as well as the costs of court.

Gysbert Cornelisz, plaintiff, against Sturm van der Zee, [defendant].

The plaintiff demands of the defendant 86 boards, which he undertook to deliver for him to Emmetie, the bakeress, but which he has not done and which the plaintiff is now asked to deliver by Laurens van Alen.

[248] The defendant answers that this is not true and that he personally delivered the boards to him.

The plaintiff denies this expressly and offers to swear to it, which oath he has taken accordingly.

The honorable court having heard the parties on both sides condemn the defendant to deliver to the plaintiff the 86 boards and pay the costs.

Eldert Gerbertsz, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant, according to a bond and account, the sum of fl.680 in seawan, 200 boards and 20 schepels of wheat, less what has been paid.

The defendant admits the debt, but requests time owing to his inability to pay as much as he duly owes him.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the aforesaid amounts according to the bond and account, less what has been paid, within the space of six weeks, with costs.

Idem, plaintiff, against Herman van Gansevoort, defendant.

The plaintiff asks the defendant to testify to the truth that

Jan Cornelisz out of their joint treasury has stolen the sum of fl.75 in seawan.

The defendant answers that Jan Cornelisz took that amount from the capital, but made it known and that he has been debited therewith in his account.

The honorable court having heard the parties on both sides order the defendant to furnish the plaintiff an affidavit to that effect, whereupon judgment in the matter will be given.

[249] Idem, plaintiff, against Marcelis Jansz, defendant.

The plaintiff demands of the defendant restitution of such money as he failed to pay to Provoost, according to the account.

The defendant answers that he does not owe the plaintiff anything and requests that his books may be exhibited in court, in which the account is canceled, showing that he paid him. He defers to the oath of the plaintiff or else offers to take the oath himself.

The honorable court having heard the parties on both sides condemn the plaintiff according to the account to pay the defendant fl.13:15, with costs.

Hendrick Willemsz, plaintiff, against Johannes Withart, defendant.

The plaintiff demands of the defendant 17½ weeks' board furnished to his boy upon his departure for New York, together with proper clothing and equipment according to contract.

The defendant requests a copy in order to make answer thereto on the next court day.

The honorable court: *fiat* copy.

Pieter Adriaensz, plaintiff, against Willem Pietersz, defendant.

The plaintiff demands of the defendant the sum of ten beavers which he undertook to pay for Aert Goossens.

The defendant answers that his uncle, Broer Cornelisz, agreed to pay said amount and that the plaintiff was satisfied therewith, deferring to his oath and in case of refusal offering to take the oath himself.

The honorable court having heard the parties on both sides order them to have Broer Cornelisz summoned to appear on the next court day to give information, when judgment will be given.

[250] Jan Cornelisz Root, plaintiff, against Eldert Gerbertsz, defendant.

The plaintiff demands of the defendant 7 beavers less one crown, which he is called upon to pay by Herman Bastiaensz for brick delivered.

The defendant answers that he gambled with Herman Bastiaensz and that he paid for it.

The honorable court having heard the parties on both sides order them to appear on the next court day with Herman Bastiaensz in order to hear his testimony at that time.

The honorable officer, plaintiff, against Eldert Gerbertsz and Jan Cornelisz, defendants.

The plaintiff demands of the defendants the fines provided by ordinance in the matter of slander and in addition arbitrary punishment of the person who shall be found guilty.

Juriaen Theunisz and Sturm van der Zee offer themselves as bailsmen for the appearance of Jan Cornelisz on the next court day.

Juffrouw Ebbinghs, plaintiff, against Sander Leendertsz, defendant.

The plaintiff demands of the defendant fl.134 in beavers by balance of account according to his bond and requests payment thereof.

The defendant's third default.

The honorable court declare the defendant contumacious and debarred from all defense, exceptions and excuses and condemn him to pay the plaintiff the said sum of fl.134 in beavers, *cum expensis*.

Capt. Salisbury, ex-officio, plaintiff, against Jocchum Ketel and his wife, defendants.

[251] The plaintiff demands of the defendants the fines according to the ordinance for having fought with their son-in-

law, Jan Conneel, and furthermore for continually and every night disturbing the peace, so that no one in the neighborhood can stand it.

The defendants answer that Jan Conneel was the cause of it and allege further reasons and excuses.

The honorable court having heard the parties on both sides order the defendant to produce affidavits on the next court day, showing their innocence in the matter.

Jacob Jansz Flodder appearing before the court says that he is not satisfied with the oath of Eldert Gerberts and his wife regarding the purchase of the negress' child, alleging that they swear falsely; furthermore, that he can not sell the child, as the same is his own bastard child.

The honorable officer requests that a note be made hereof and that he, Flodder, be ordered to prove the same on the next court day.

The honorable court: *fiat.*

Jan Bruyns, plaintiff, against Robbert Sanders, defendant.

Case according to preceding minutes. The plaintiff demands reparation for slanderous statements made by the defendant at Noten Hoeck about the Lutheran doctrine and the magister, as shown by the affidavits.

The defendant admits that he made some statements, but on another subject than the plaintiff alleges and maintains that he can not accept the affidavits of the [plaintiff's] servants, declaring that they are null and void, as the deponents have no standing in law before this honorable [252] court, being domestics and boarders. Further, he requests a copy of the complaint in order to make answer thereto in writing on the next court day.

The plaintiff, replying, says that the defendant is a defamer.

The defendant in rebuttal says that the plaintiff is infamous.

The honorable court having heard the parties on both sides grant the defendant's request to make answer on the next court day.

Extraordinary session held in Fort Albany, June 8, 1671

Presentibus, the honorable:

Capt. Salisbury
Capt. Willet
Mr J. V. Rensselaer
Philip Pietersz Schuyler
Goossen Gerrittsz
Jan Hendricxsz van Bael
Theunis Spitsbergen
Pieter Meeusz
Capt. Staes
Jan Verbeeck
Gerrit Slichtenhorst
Schout van Marcken

Whereas some alarming rumors are heard about the coming of the French to take this place and a Frenchman, Johan de la Rose, residing here, has given some information about this to someone and the Maquas confirm it, it is therefore resolved and decided to examine the said La Rose and likewise the Maquas, in order to take such measures as may be proper and to summon the six Frenchmen who have come here from Canada or other places to come to the fort.

La Rose being called before the court and being asked [253] whether he heard such [rumors] from the French, he answers and acknowledges that he said that they were rascals and traitors, but because they called him a rascal and a thief and [said] that he had run away from Canada. Furthermore, that he knows that they came here with the beavers to divert the trade and at the same time to spy out the place, so that it seemed to him that they might come again and seize the place.

Proposition made to the Canadian chief of the Maquas and others

Translated by Robbert Sanders

Brothers: We have summoned you to come here to continue the old friendship. We are sorry that the brothers do not make peace with the Mahicans and the northern Indians and we ask to know the truth from whom you heard that the French are coming from Canada to take this place and to kill us, and how long ago this was and when they are going to come? Hereupon they were given fl.25 in seawan.

Answer to the foregoing proposition made by Canadasse

He answers that the French were making 200 boats to cross the lake, which one of their Indians saw and that a letter was written to the Jesuit in the Maqua land which he read to him, namely that 1000 French would go to the north and ask the English whether they would make peace [254] between the Mahicans and the Maquas, for they have ended all war in their country, and if they would not do so they would declare war against them and that they would not disturb the Dutch, considering further that they speak that way with their mouth but do not mean it with their heart and that it will affect their Maquas. All of which will take place according to the letter to the Jesuit written this month.

It is resolved to read these aforesaid statements to Robertus Renatus de la Salle, a certain Frenchman who came here from the Maqua country and to examine him about it.

First, in answer to the accusations of La Rose, he says that it is not true and that he is a rascal as shown by his statement and that he said so from hatred and villany, and requests that he may be punished therefor, this being a matter of serious consequence.

As to the statements of the savages, he answers that they lie and that one should not believe them as it is contrary to all reason and impossible for an army of that size to go through the woods without victuals and that they would be entirely dispersed. Also, that he has read certain instructions in Canada stating that they should show every favor to the English coming there, or

fishing outside of Canada, or whom they might find elsewhere, thus contradicting the rumors. He also says that it is a lie that vessels are being built to cross the lake, but [states] that two or three ships are being built in Canada for commerce.

[255] Sagoestesi, a Maqua chief, asks that the brothers give no further credence to Canadasse, saying that he is a great liar and that he makes the drunken savages say what he pleases and, furthermore, that he is not a sachem.

The Frenchmen being called before the court declare that they know nothing of it and that if it were true they would not have been given permission to go hunting 150 strong, as the governor would then have need of the men.

The honorable court having carefully examined and considered the matter have no fault to find with the aforesaid Robbertus Renatus and his companions, so that they may continue their voyage. They also resolve to write to the Jesuit in the Maqua country, to ask him to inform their honors sometime of all the circumstances and stating that their honors are assured by the latest news of the 24th of March, old style, that there is peace between the two crowns.

[256] Ordinary session, Thursday, June 22, 1671

Presentibus omnibus

Jan Cluet, plaintiff, against Juriaen Jansz Groenewout, defendant.

The plaintiff says that he sold to the defendant a house standing here on the hill, being in the rear as wide as in front, but not rectangular. He therefore requests payment, having fulfilled his contract.

The defendant answers that it was not sold to him as such. Also, that the lot is not being delivered to him properly. He therefore requests that the honorable magistrates may be pleased to come and view the lot.

The honorable court will make an inspection thereof in order to render judgment in the matter.

Jacob Sandersz, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant payment of the money due to him according to the obligation and special bond in the custody of the secretary.

The defendant admits the debt and promises to sell some [household] effects to satisfy the same.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.225:17 according to the obligation in the space of six weeks.

Wyntie Cornelisz, plaintiff, against Dirckie Hermsz, defendant.

The plaintiff demands of the defendant according to his account 13 beavers and one heavy beaver and fl.61:15 in seawan, for services rendered. Also restitution of a piece of kersey which she took out of her chest.

The defendant answers that she has a counter claim and requests a copy of the complaint in order to make answer thereto on the next court day.

The honorable court: *fiat* copy.

[257] Herman van Gansevoort, plaintiff, against Pieter Adriaentsz, defendant.

The plaintiff demands of the defendant the sum of fl.720:15 in seawan, according to his account, less fl.200 paid to him by Maritie Damen by adjustment of accounts.

The defendant answers that he does not accept the account and that he has a counter claim.

The honorable court having heard the parties on both sides order the defendant to deliver to the plaintiff an account of what he claims to be due, and this within the space of twice 24 hours.

Willem Teller, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendant the sum of fl.83 in beavers for board, etc., being the remainder of his account. He says that he has caused boards to be attached to that amount

in the hands of Wynant Gerrittsz and requests that the attachment may be declared valid.

The defendant denies the debt and requests time to prove the contrary by her husband's book.

The honorable court having heard the parties on both sides order the defendant to prove the same on the next court day.

Capt. Salisbury, plaintiff, against Dirckie Hermsz, defendant.

The plaintiff demands of the defendant 8½ beavers given up by Fob Barentsz on his death bed.

The defendant answers that she is ready to declare under oath that she paid four beavers and that for the other 4 she executed an order on Barbara, the widow of Salomon Abbetsen, and thereupon takes the oath.

[258] Extraordinary session, Wednesday, June 28, 1671

Presentibus, the honorable:

Capt. de Laval
Capt. Willet
Capt. van Rensselaer
Capt. Salisbury
Capt. Staes
Capt. Schuyler
Monsr. van Bael
Mr Goossen Geerritsz
Theunis Cornelisz
Pieter Meeusz

After deliberation it is decided and resolved, inasmuch as the rumors about the coming of the French continue, to send Mr Slichtenhorst again to the Maqua country with three or four volunteers, they to remain there for 7 or 8 days and to make a diligent inspection of everything and with the consent of the sachems to send some Indians from there out on the roads to spy out all conditions and designs and when further information requires it immediately to send one of his companions hither.

For which journey the said Mr Slichtenhorst will be given a horse and some seawan required for the aforesaid business.

It is also resolved that the burghers and colonists are to appear here next Monday, fully armed, ready to march.

Mr Schuyler and Goossen Gerrittsz and Jan Hendr. van Bael will each give 50 guilders in seawan for promoting the execution of the foregoing resolution.[1]

[259] Ordinary session, Thursday, June 30, 1671

Presentibus, the honorable:

Capt. de Laval
Capt. Willet
Capt. Salisbury
Mr van Bael
Mr Schuyler
Mr Goossen Gerrittsz
Pieter Meeusz
Theunis Spitsbergen

Herman van Gansevoort, plaintiff, against Pieter Adriaensz, defendant.

Case according to preceding minutes. The plaintiff demands of the defendant, for brewer's wages, by balance of account, fl.720:15 in seawan.

The defendant produces a counter claim to the amount of fl.603:6, for excess charges.

The plaintiff objects to the defendant's account, saying that it is incorrect.

The honorable court having heard the parties on both sides order them to settle their accounts with the help of referees,

[1] Cf. Order to the inhabitants to provide themselves with arms and ammunition within two weeks, dated July 15, 1671, in *Early Records of Albany*, 3:322, and similar order of May 24, 1672, *ibid.* p. 324. Also letter from the governor to Captain Delavall, July 6, 1671, in Munsell's *Annals*, 4:24-26.

whereto are asked and authorized Volckert Jansz and Juriaen Theunisz.

Willem Teller, plaintiff, against Geertruyt Vosburch, defendant.

Case according to preceding minutes. The plaintiff demands of the defendant fl.83 in beavers for board furnished at his house to her husband, deceased.

The defendant denies that she owes the board money and produces a counter claim.

The honorable court having heard the parties on both sides condemn the defendant the pay the plaintiff the sum of fl.42:14 in beavers, and this according to the book of Abraham Vosburgh, deceased.

Mr van Bael, plaintiff, against Pieter Jacobsz, skipper.

Case according to preceding minutes. The plaintiff demands of the defendant 17¾ yards [of] *dosynties*,[1] which he brought from Boston for his account.

[260] The defendant answers that he shipped such piece of *dosynties* in the yacht of Luycas and Jan Joosten and does not know what has become of it.

Jan Ringo and Jacob Wybensz, sailors of Pieter Jacobsz, declare that they carried all the goods of Mr van Bael from their master's yacht to the yacht of Luycas Andriesz.

The honorable court having heard the parties on both sides refer them to the council at New York, in order that the case may be investigated there.

Mr Withart, plaintiff, against Mr Swart, former schout, defendant.

The plaintiff complains in a petition about a certain judgment given against him and requests that some witnesses may be

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[1] Dozens, a kind of kersey or coarse woolen cloth. The Devonshire kerseys called dozens contained in length between 12 and 13 yards. The Norfolk dozens measured 18 yards in length. It would seem that the piece of cloth referred to in the minutes was of the latter kind.

examined regarding it and that the said judgment may be set aside.

Thomas Rogiers confirm his testimony and Andries Aelberts and Carsten Pieters say that while they were away to eat their dinner some savages came to the place, but that they did not barter one hair of a beaver with them.

The honorable court, having heard the parties on both sides and the testimony of the witnesses who acknowledge that some Indians have been at their place in the little hansioos house,[1] which by one person or another is sufficiently proved, and on the other hand that he [Withart] has failed to make his fence tight and thereby has absolutely violated the ordinances, they therefore again condemn him to pay the aforesaid fine of fl.300 according to the preceding minutes, to be paid in the space of eight days, *cum expensis.*

The honorable officer, plaintiff, against Jan Cornelisz and Eldert Gerberts, defendants.

The plaintiff charges that Eldert Gerberts [261] has called Jan Cornelisz a thief and demands the fine provided in such cases and in addition arbitrary punishment for the person who shall be found guilty.

Eldert Gerbertsz answers that Jan Cornelisz without permission took the money from the room.

Jan Cornelisz says that he did not steal the money and that it was due to him as they had not yet settled accounts with each other.

The honorable court having heard the parties on both sides and examined the documents respectively submitted in the case can not find that Jan Cornelisz is guilty of the charge of having taken the alleged fl.75 and acknowledge him to be an honest man. They therefore condemn the defendant, Eldert Gerbertsz, to pay the officer the sum of fl.150 in seawan within the space

[1] *int hansioos huysie syn geweest;* perhaps a mistake and intended for: *int handels huysie syn geweest* (have been in the little trading house).

of six weeks, together with the costs of the court, the case being hereby dismissed.

Ordinary session, Thursday, July 6, 1671

Presentibus:

Capt. Laval
Capt. Willet
Capt. Salisbury
Mr van Bael
Mr Schuyler
Mr G. Gerrittsz
Pieter Meeusz

Pieter Adriaensz, plaintiff, against Luycas Pietersz, defendant.

The plaintiff demands of the defendant fl.271 in seawan for food and drink.

The defendant admits the debt and promises to pay.

The honorable court having heard the parties on both sides condemn the defendant to pay the sum of fl.271 in seawan demanded within the space of six weeks, *cum expensis.*

[262] Willem Pietersz Slyck, plaintiff, against Cornelisz Theunisz Slyck, defendant.

The plaintiff produces an affidavit that the defendant agreed to pay for his account to Pieter Adriaensz the net sum mentioned in the preceding minutes.

The defendant answers that for the fl.100 in seawan he became surety before the court of the colony and that he, Pieter Adriaensz, never spoke about it, who now charges ten beavers for it, which is unreasonable.

The honorable court having heard the parties on both sides order the plaintiff to recover the amount from Aert Goossens, according to the minutes thereof produced, further saving each party's action in the matter.

Harmen Gansevoort, plaintiff, against Pieter Adriaensz, defendant.

The plaintiff demands of the defendant the sum of fl.465 in seawan, being the remainder of the account due according to the award of the referees.

The defendant admits the debt, but takes exception and claims that he came short on 12 barrels of small beer brewed by the plaintiff.

The plaintiff in replying says that in brewing small beer he can not get as much as in brewing good beer.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.400 in seawan within the space of six weeks, *cum expensis;* wherewith the case is dismissed.

Jan Bruyns, plaintiff, against Robbert Sanders, defendant.

Case according to the preceding minutes. The plaintiff persists in his former demand.

The defendant says that he has not assailed the plaintiff's reputation and that he acknowledges him to be an honest man. Furthermore, he promises to avoid him in the future and to keep the peace.

[263][1] The honorable court having heard the parties on both sides order the defendant to guard himself against such hasty outbursts of passion and condemn him to pay the costs of court and to compound with the honorable officer, in default whereof the honorable court will determine the amount to be paid.

A petition is presented by those of Schaenhechtede praying that Jan van Rotterdam and Andries Aelberts may not enjoy [the exclusive use of] a certain parcel of land near Schaenhechtede, as it tends to the benefit of all of them [and the taking

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[1] Between pages 262 and 263 there is inserted a small piece of paper, containing the following memorandum:

March 7, 1670/71

Upon the complaint of Jan Clute it is resolved by the honorable magistrates, in accordance with the orders of the honorable general, to measure off for Jan Clute the land of Maritie Damen that is in dispute, for which purpose they have appointed the honorable Schout Salisbury and two members of the court, to wit, Mons[r] van Bael and Theunis Spitsbergen, to whom is added the secretary.

possession thereof is] contrary to the orders of the right honorable general.

The honorable court declare the gift of the land invalid and, furthermore, that for the benefit of the inhabitants no land may be taken up within three miles of the place, the same to be reserved as pasture for those of Schaenhechtede and for no other purpose.

Ordinary session, Thursday, July 20, 1671

Presentibus, the honorable:

Capt. de Laval
Mr van Bael
Mr Philip Schuyler
Mr G: Gerritts
Theunis Spitsbergen
Capt. Spitsbergen

Juriaen Theunisz, plaintiff, against Capt. Backer, defendant.

The plaintiff demands of the defendant fl.140 in seawan for goods received.

The defendant admits the debt and promises to pay.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the sum of fl.140 in seawan demanded, within the space of six weeks, *cum expensis*.

[264] Helmer Otten, plaintiff, against Johannes Withart, defendant.

The plaintiff demands of the defendant the remainder of his account with the interest thereof in Holland money; furthermore, that he be reimbursed for what the defendant by mistake has charged too much on the account, as well as for the money deducted which the defendant says was stolen.

The defendant says that he owes the plaintiff not more than fl.546:9, Holland money. The rest he claims to have been stolen and he further declares that his account is correct.

The plaintiff alleges that it is not a true account and that he charges him with certain items in bad faith. He therefore

demands payment of the balance amounting to fl.755:5, Holland money, aside from the mistakes, which he points out.

The honorable court having heard the parties on both sides refer them to referees, inviting and appointing thereto Mr Abraham Staes, Andries Teller, David Hondecoutre and Stephanus Cortlant, together with the secretary, to act as mediators in the matter aforesaid, to examine their accounts and to make report thereof to the honorable court, which shall then dispose of the matter at issue.

The members of the cavalry,[1] both those within this place and without, who are willing to contribute to the fencing, are granted permission to make a pasture for their horses on the Beevers kil as large as they shall deem fit.

[265] Extraordinary session held on Monday, July 31, 1671, in Fort Albany

Presentibus:

The Right Honorable General Francis Lovelace
Capt. de Laval
Capt. Willet
Capt. Nicolls
Capt. Rensselaer
Capt. Salisbury
Capt. Schuyler
Goossen Gerrittsz
Mons[r] van Bael
Theunis Spitsbergen

Jan Bricker and Wouter Aertssen, plaintiffs, against Wynant Gerrittsz, defendant.

The plaintiffs demand of the defendant five *vims*[2] of oat sheaves for reparation of the damage done by some hogs which were driven by the defendant on their island, according to the estimate of the damage by referees who viewed the same.

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[1] *De messieurs van de ruyterye.*

[2] One *vim*=104 to 108 sheaves.

The defendant answers that the hogs were chased from the west shore to the east shore and that he had to drive them away and that on account of the strong ebb they got on their island, which he could not prevent, so that he maintains that it is not his fault.

The right honorable general and council having heard the parties on both sides condemn the defendant to pay the plaintiffs for the damage suffered by them one beaver and admonish him another time to be careful not to do any more damage to the plaintiffs; *cum expensis* as to the secretary and court messenger.

Sander Leendertsz, former magistrate, Schout van Marcken, Willem Teller and Sweer Theunisz, in the name of the entire village of Schaenhechtede, request that according to the privileges of old and the order of the honorable former general, Nicolls, they may trade at Schaenhechtede as far as their own requirements are concerned, producing further written and verbal reasons and allegations.

[266] The right honorable general and council refuse the proposition of the petitioners and refer them to the former ordinance.

Geertruyt Vosburch, plaintiff, against Wynant Gerrittsz, defendant.

The plaintiff demands of the defendant for extra sawing the sum of fl.400.

The defendant answers that he does not owe anything for extra sawing and has nothing to do with her, having according to the order [of the court] satisfied her in full.

The right honorable general and council having heard the parties on both sides order the defendant to produce sufficient evidence that he satisfied her.

Idem, plaintiff, against Aelbert Andriesz, defendant.

The plaintiff demands of the defendant the arrears due of a quantity of apples, or money instead.

The defendant answers that last year she would not receive the apples and that as a result they rotted away, of which he caused several notices to be served on her.

The right honorable general and council having heard the parties on both sides adjudge and decide that the defendant, inasmuch as he has no apples now, shall pay the plaintiff for the 45 schepels of apples which he failed to deliver last summer, the sum of fl.150 in seawan, and this within the space of three weeks, reserving her action as to this current year.

The honorable general and council decide that the judgment of Adam Dingmans against Willem Teller shall take effect, as it was passed before the surrender of the country and before the drawing up of the articles.

[267] Jan Gou, appearing, requests that he may still have the use of a parcel of land of Mr Rensselaer by virtue of the minutes of July 20, 1671.[1]

Mr Rensselaer shows that the land in question was ceded and conveyed to him in full and true ownership by Amehanit.

Jan Gou likewise shows a conveyance from Amehanit and Aioot, showing that the aforesaid land rightfully belongs to him and whereby the aforesaid savages declare that they were misled by Mr Rensselaer.

The right honorable general and council having heard both parties adjudge and decide that Jan Gou and his partner for their work done on the island of Mr Rensselaer shall receive six *vims* of oat sheaves. And if he can find any suitable land outside of the colony, his honor promises him to favor him therewith. Furthermore, he is hereby ordered not to incite the Indians against Mr Rensselaer and not to give any cause for complaint, on pain of severe punishment.

Extraordinary session, Tuesday, August 1, 1671, in Fort Albany

Presentibus ut supra

There is presented a petition of Maritie Damen requesting that Jan Clute be ordered to show by means of satisfactory evidence how far his land extends from above the river.

[1] Apparently a mistake for July 20, 1670.

The right honorable general and council refer her to the first and previous order, they to regulate themselves according to the order of the honorable magistrates and the lots drawn between them. And in case Maritie Damen undertakes to build within eight months on the lot where her first house stood, [268] that parcel of land shall belong to her. In default thereof she shall forfeit the same and Jan Clute shall have the use thereof. And herewith the suit between the parties is dismissed.[1]

Jacob Sanders is granted and ceded six feet of ground to the east of his house here in Albany.

The honorable officer, Capt. Salisbury, plaintiff, against Elias van Ravensteyn, defendant.

The plaintiff charges that the defendant last year stole some beavers from Willem Nottingam, according to the testimony of Mr Pritty and others. He requests that the defendant be punished therefor as a thief, according to the judgment of the honorable court.

The defendant denies it expressly and offers to purge himself. He alleges further that the beavers which he is accused of having stolen were received by him from the Indians for gunstocks and that two half skins of Withart were received by Gerrit Jansz Stavast.

The right honorable general and council having duly considered the documents and procedings in regard to Elias van Ravensteyn, defendant, find that various suspicions have been raised as to his being guilty of theft; also, that at first he stoutly denied having opened Nottingam's door and thereafter confessed to the same, which is a matter of serious consequence. His honor and the council therefore adjudge that Elias van Ravensteyn shall remain in custody until he furnishes sufficient bail in the sum of 25 beavers for his appearance and good behavior in the future.

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[1] Cf. Deposition of Hendrick Cuyler, August 1, 1671, in *Early Records of Albany*, 3:323.

[269] After deliberation it is resolved that those who make a business of trading on the hill in sheds, must within the space of eight months enclose the lots with board fences, build proper dwellinghouses thereon with chimneys and live therein, in winter as well as summer, on pain of being deprived of the privilege of trading in said houses.

The right honorable general refers the matter of the assessment to the honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, to do therein according to the best of their ability.[1]

It is also resolved to order the coopers to make their small casks for the Indians so as to contain not more than eight or four *kan*,[2] and this for the reason, etc.

Helmer Otten, plaintiff, against Mr Withart, defendant.

The plaintiff demands of the defendant the sum of fl.755:5, Holland money, and the interest on fl.500 from June 7, 1670, until the date of actual payment, according to the award of referees, requesting payment of said sums here or sufficient security therefor. He also demands of the said defendant three beavers which he says he was forced to pay to Mr. Laval. Furthermore, compensation for beavers and otters which the defendant claims he came short, notwithstanding his servant took them away. Also 15 beavers and 4 otters which he reports stolen, without sufficient proof. Also a true inventory of his merchandise and a statement of the purchasers to whom the defendant sold the beavers and otters and [270] compensation for 28 small beaver skins which the defendant counts as half beavers, maintaining that the defendant wrongs him greatly, as appears from all the documents and especially from the annexed affidavit of trustworthy persons who helped to pack the goods, which the plaintiff submits in the matter aforesaid. He therefore demands payment, *cum expensis*, and persists in his allegations.

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[1] Cf. *Minutes of the Executive Council*, 2:548-52.

[2] One *kan* 1/32 *anker*, or 1.304 quarts. Cf. minutes of March 28, 1672.

The defendant answers that he signed in haste and that he retracts it.

The right honorable general and council having heard the parties on both sides condemn the defendant to pay the plaintiff:

First, the said sum of fl.755:5 in Holland money.

Secondly, three beavers which the defendant says he was forced to pay to Mr. Laval.

Thirdly, that the defendant shall give a note for the stolen goods until proof shall be furnished that the beavers were stolen from the plaintiff. Also for the coat skins left in the custody of Jan Sybinck.

As to the fl.500 and the interest thereof from June 7, 1670, until the actual payment thereof, the plaintiff must sue Jan Sybinck in Holland, since a bond therefor is in the hands of the plaintiff's attorney and the fl.500 shall be deducted from the fl.755:5, the remainder being fl.255:5 Holland money, which the defendant is ordered to pay to the plaintiff in Holland by bill of exchange, with the interest thereof, or here in good beavers at the rate of fl.6 Holland money to the beaver.

As to the fl.140 paid to van Ruyven, it does not appear that Helmer Otten is bound to pay these, so that the defendant may bring an action about them against the West India Company or van Ruyven.

[271] Extraordinary session, Monday, August 25, 1671

Presentibus, the honorable:

Capt. Willet
Capt. Salisbury
Capt. Rensselaer
Capt. Schuyler
Theunis Spitsbergen
Pieter Meeusz
Goossen Gerrittsz
Mr van Bael

Juffrouw Ebbincx and Juffrouw Meyers, appearing before the court, request that their tax of fl.50 assessed on their property by their honors may be reduced to fl.30, in view of the bad state of affairs at the present time.

The honorable court are of opinion that the petitioners have no ground for complaint; also, that no change can be made herein, since the burghers, being so heavily taxed, would have more reason to complain.

After deliberation it is decided and resolved that the honorable schout and Secretary Lowies Cobes shall collect the tax money, beginning tomorrow. Those who refuse to pay, seeking exemption by offering objections, shall immediately be proceeded against; those who make promises instead of giving money, shall be excused for a few days, with strict orders to pay promptly and warning to guard themselves against loss. And the monies proceeding therefrom shall be put into the hands of Mr Goossen Gerrittsz. Furthermore, no one shall be allowed to satisfy the tax with any accounts against the [public] servants and officials, but [all must] pay promptly.

[272] Ordinary session, Thursday, August 31, 1671

Presentibus, the honorable:

Capt. Willet
Capt. Schuyler
Goossen Gerritsz
van Bael
Capt. Salisbury

Mr Withart, plaintiff, against Mr Gerrart Swart, defendant.

The plaintiff demands of the defendant the sum of fl.219:18 in beavers, including the interest, and this for goods received, deducting therefrom what has been paid on account.

The defendant admits the debt of fl.168:10, according to the plaintiff's account, but denies that he owes any interest as at no time any promise was made to that effect.

The honorable court, having heard the parties and taken everything into consideration, do not understand that on book debts any interest can be charged, especially as no mention thereof is made, and condemn the defendant to pay the plaintiff the fl.168:10 in beavers demanded, less what has been paid on account, within the space of six weeks, *cum expensis*.

Pieter van Olinda is substituted by the honorable court in the place of Mr van Marcken as schout, in the same capacity as the latter has held that office at Schaenhechtede, upon condition that the revenues derived by him from the excise are abolished. To which end his commission shall be delivered to him. Whereupon he took the oath of fidelity.

Mr Jeremias van Rensselaer, director of the colony of Rensselaerswyck, with the approbation of the right honorable general, elects (*eligeert*), in the place of Mr Ryckart van Rensselaer and Pieter Meeusz, retiring magistrates, the persons of Jan Thomasz and Martten Gerrittsz.

[273] Furthermore, there is nominated and submitted to the right honorable general with all due reverence a double number, from which to choose a single number, as magistrates, in the place of Philip Pietersz, and one other for the colony, by order of his honor:

Gerrit Slichtenhorst
Jacob Schermerhorn
Dirck Wessels
Major Abraham Staes

Ordinary session, Thursday, September 21, 1671

Presentibus: All the

honorable magistrates and the schout

Helmer Otten, plaintiff, against Mr Withart, defendant.

The plaintiff demands of the defendant the sum of fl.755:5, Holland money, and furthermore satisfaction of the judgment given in his favor, and requests withdrawal of [the provision of payment of] fl.500 in Holland, as the defendant had misled

the honorable court in stating that a bond was in the custody of the plaintiff's attorney in Holland, said bond being of no value, as it was executed on condition that it was payable when the defendant sent goods in return.

The defendant answers that the fl.500 yield interest and that he will prove that he sent over the money and that it was received there. Furthermore, he claims that he paid fl.77 in beavers to van Ruyven according to agreement. As to the fl.255:5, he offers to pay the same here in beavers at fl.6 apiece.

The plaintiff demands payment of fl.500 in Holland, by good bill of exchange, with the interest thereof, and satisfactory sureties for the payment.

[274] The honorable court having heard the parties condemn the defendant to pay the plaintiff the fl.500 demanded in Holland money, with the interest thereof, as it appears from a letter from Holland, of Matthys Steenberch, that the bond was signed conditionally by Mr Sybinck; and this here in beavers or in Holland by bill of exchange, upon condition that he offer sufficient sureties.

The other differences remain in accordance with the first judgment.

Mr Jan, plaintiff, against Pieter Ryverdingh, defendant.

The plaintiff says that in the year 1668 he sent to the defendant a bill of exchange payable by Jacob Wis. He requests to have the bill of exchange or security therefor, not knowing whether it has been paid or not.

The defendant answers that the bill of exchange was left in Holland, that he received no order to send it back and that he has received no money on it.

The honorable court having heard the parties adjudge and decide that the defendant shall make satisfaction for the bill of exchange, whether he received the amount or not, and that he shall offer security therefor, *cum expensis*.

The honorable officer, plaintiff, against Cornelis Muller, Jaques Jannyn and Styntie Claes, defendants.

The plaintiff charges that the defendants have had criminal conversation with Styntie Claes and that she has given birth to a child. He therefore requests to know who the father is, in order that the child may be supported. Furthermore, he declares that the said Muller has conversed with her since the birth of the child.

[275] Cornelis Muller answers and acknowledges that he has had carnal conversation with her, but not since the child's birth.

Jaques Jannyn acknowledges that he has had conversation with her, but does not know whether he is the father.

The honorable court having heard the parties condemn Corn[elis] Muller and Jaques Jannyn to pay each fl.3 in seawan a week toward the support of the child, and this from the time of the child's birth, and in addition to provide the child with suitable clothing and equipment for the period of three years, because the parties confess having had carnal conversation with the said [Styntie Claes]. All *cum expensis*.

Ordinary session, Thursday, October 12, 1671

Presentibus, the honorable magistrates:

Philip Schuyler
Goossen Gerrittsz
Jan van Bael
Pieter Meeusz
Capt. Salisbury

Helmer Otten, plaintiff, against Mons. Witthart, defendant.

The plaintiff demands of the defendant, pursuant to judgment, interest on fl.255:5 Holland money for the period of 7 years, together with a bill of exchange and sureties for fl.500, Holland money, and also a bond for the stolen goods until proof is furnished, all *cum expensis*.

The defendant demands a copy of the complaint, in order to answer the same on the next court day.

The honorable court, having heard the parties and considered everything, condemn the defendant to satisfy the judgments in favor of the plaintiff dated the 31st of July and the 21st of September, *cum expensis.*

[276] Cornelis Segersz, appearing before the court, demands payment of two beavers according to the judgment given him against Juffrouw Ebbincx, on October 21, 1669.

The honorable court again condemn Juffrouw Ebbincx to pay the aforesaid two beavers, saving her [right to prosecute her] claim against Margriet Philipsen as she may deem best.

The honorable officer, plaintiff, against Juriaen Barbatsco, prisoner.

The plaintiff, submitting [the case] ex officio, complains that the imprisoned young man stole some guilders in seawan from Mr Witthart and as a burglar broke into the house of the said Withart, which is a matter of serious consequence. He demands that he be punished as a thief, as an example to others, and furthermore that he be banished from this jurisdiction, according to the judgment of the honorable court. All *cum expensis.*

The prisoner, Juriaen Barbatsco, aged 17 years, confesses, without torture or irons, that he entered the house of Mr Withart on Saturday evening, the 7th of October, and that he took out of a chest there about fl.40 in seawan. And before this also some powder, to pay for one half-interest in a canoe belonging to Franck, Mr Laval's servant, who advised him to do so, as he says. For all of which he is sorry and he declares that he will pray to God, that it may not happen again.

It is resolved to issue an ordinance[1] providing that any one who shoots or catches a wolf shall receive fl.6 in seawan, which

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[1] The ordinance is written on a sheet of paper inserted between pages 224 and 225, and reads as follows:

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, being by daily rumors apprised and informed that the destructive animals are greatly increasing and multiplying and do great and excessive damage to all sorts of cattle, and that the good

shall be paid promptly [277] by Goossen Gerrittsz, on condition that some tax shall be laid on the cattle, it being a very beneficial thing for this place, including Canastagione, but no other places. For which advances Mr Gerrittsz shall receive fl.10 per hundred.

Which those of Kinderhoeck, Schaenhechtede and the adjacent places will also be ordered to do at their own expense.

Sentence

Whereas Juriaen Barbatsco, young man, aged 17 years, without torture or irons, has confessed that he entered the house of Mr Withart and there committed theft, which is a matter of serious consequence, therefore, the honorable court condemn the said Juriaen Barbatsco to be secretly flogged and in addition to be banished from this jurisdiction for the period of six years.

Some honest and good burghers and women, appearing before the court, request remission of sentence for the youth and that it may please their honors to have mercy, partly on account of his youth and partly on account of his honest relatives, especially his sister, who is in childbed and very feeble, adding that he will reform and not do it again.

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inhabitants make no efforts or attempts to shoot or catch the same, to the great detriment of the entire jurisdiction; and considering further that this peril will steadily increase if no means are taken to stop it; therefore, as a matter of duty and necessity, their honors aforesaid have resolved to provide herein as far as possible and to urge the inhabitants of Albany, colony of Rensselaerswyck and Canastagione to catch and kill such destructive animals, [promising] that for each wolf, whether male or female, young or old, they will receive six [guilders] in seawan from the honorable Commissary Gossen Gerrittz, provided they exhibit some evidence thereof, in the shape of a head or a leg, or an ear; which payments will be assessed in general against all the cattle. Those of Schaenhechtede, Kinderhoeck and other adjacent places will likewise be urged to take similar measures in the premises. Done at the meeting of the aforesaid honorable magistrates at Albany, this 12th of October, 1671.

Endorsed: Draft of the ordinance regarding the catching of wolves.

The honorable court, taking the humble prayer into consideration, remit the punishment of the delinquent for the crime committed, except that the banishment is to take effect. Furthermore, he is condemned to pay the costs of court.

[278] Extraordinary session held in Albany on Wednesday afternoon, November 1, 1671

Presentibus, the honorable:

Capt. de Laval
Capt. Rensselaer
Capt. Schuyler
Goossen Gerrittsz
Mr van Bael
Capt. Salisbury

Domine Gideon Schaets, appearing before the court with his consistory, sets forth that the house of the deaconry, in which he lives at present, is falling into decay and neglected like an orphan. He therefore requests that it may be kept in habitable condition.

The honorable magistrates reply that the said house, having been built out of the funds of the deaconry, ought to be kept in repair by them, as everything has proceeded from the congregation and must still proceed from them, or that otherwise it must be arranged to hold a collection in the church to make the aforesaid repairs.

By way of compromise it was resolved that the consistory shall for the present and provisionally make some necessary repairs on the aforesaid house and that thereafter their honors will provide some funds for the upkeep of the same.

By authority and with the consent of the right honorable general of New York, the honorable Capt. de Laval has received the names of those nominated by the the honorable magistrates of Albany and those chosen by the honorable J. v. Rensselaer, director of the colony of Rensselaerswyck, and in the place of Mr Ryckart van Rensselaer and Pieter Meeusz, retiring mag-

istrates, appointed as magistrates of the colony of Rensselaerswyck the persons of Jan Thomasz and Martten Gerrittsz, and in the place of Phillip Pietersz, retiring magistrate, and one other who will serve as a member of the honorable court until the seventh, the persons of Gerrit van Slichtenhorst and Jacob Schermerhorn, [279] who have taken the oath of fidelity in the usual form.

And in case during the change some votes should be wanting so as to produce a tie in actions brought by private parties, the honorable officer shall have a casting vote, so as not to retard the process of justice.

Ordinary session, Thursday, November 23, 1671

Presentibus omnibus

demto

Martten Gerrittsz

Herman Gansevoort, appearing before the court, says that he has caused fl.30 in seawan of Paulyn's in the hands of Wynant Gerrittsz to be attached. Also 20 schepels of wheat belonging to Thys de Goyer,[1] in the hands of Cornelis Theunisz. He therefore requests that the said attachments may be declared valid.

The honorable court declare the same valid and therefore order him to have his opponents cited to appear on the next court day.

After deliberation it is resolved and decided to issue and post the following ordinance:

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, to all those who shall see or hear these read, Greeting!

Whereas it is still fresh within the memory and in the minds of all the people that in many ways and from honest motives

[1] Thys Evertsen, from the Gooi, or Gooiland, province of North Holland. See *Early Records of Albany*, 3:287-88.

various ordinances have been passed, issued and posted for the proper correction of all faults and abuses which, notwithstanding all possible and available means to prevent [such abuses] have been employed, seem nevertheless to be daily violated in one way or another by means of corrupt [280] practices, smuggling and other bad and shrewd methods, whereby their honors' mercy is deliberately abused; therefore, seeing that their ordinances have until now been so shamefully disregarded and abused, their honors once more find themselves compelled and obliged to renew and to amplify the ordinances heretofore issued in the name and by the order of his Royal Majesty of Great Britain, and this with the consent of the right honorable general of New York, [as follows:]

First, that henceforth none of the inhabitants of Albany or the colony of Rensselaerswyck shall, upon the arrival of any Indians, be allowed to transport themselves to the hill or outside the gate, and any one found there with any semblence or outward appearance of any gun, ax, shovel or spade shall, upon complaint of the honorable officer, be held to purge himself under solemn oath, under the penalty of fl.300, one third to be applied to the benefit of the officer, one third for the benefit of the honorable court and one third for the church.

Secondly, whereas the common complaints call their honors' attention to the irregular method of lodging the barbarians, no one shall be allowed to give lodging to any savage or savages, or let them camp on his grounds, except in a group of [not more than?] ten savages; but they shall be obliged to sleep on the hill, under penalty of a fine of fl.50 in seawan, to be paid to the benefit of the officer.

[281] Thirdly, whoever shall loan any money to the savages shall not be allowed to extort payment from them by violence, or to take the money from them by force, but shall be holden to consult the officer, or in his absence one of the ruling magistrates, about it, in order to recover payment in a peaceable way. Whoever shall act contrary hereto shall forfeit the sum of fl.50, to be applied to the benefit of the officer.

Fourthly, all those who have sheds on the hill, shall be holden to build suitable dwelling houses in their stead, provided with proper chimneys, which houses must be occupied in winter as well as in summer, and this within eight months from the date of the resolution passed to that effect, to wit, the first of August 1671. Likewise, all those who have vacant lots lying on the hill are warned to inclose them with board fences within the time aforementioned, under penalty of a fine of fl.25 in seawan, to be applied to the benefit of the officer.

Fifthly, the ordinance heretofore passed regarding the breaking of the Sabbath remains in effect.

Sixthly, in order to prevent accidents [of fire], all inhabitants shall be held to clean their chimneys within the space of eight days, under penalty of fl.6.

Seventhly, none of the inhabitants of Albany or the colony of Rensselaerswyck shall be allowed to tap to the savages any liquor, much less to entertain any company of them, whether directly or indirectly, but they are free to retail the said liquor among the barbarians, to be consumed outside their houses, or their farms, under penalty of a fine of fl.25 in seawan [282] for the first offense; of fl.50 for the second time, and of fl.100 and arbitrary punishment for the third time.

Eighthly, the ordinance regarding tapsters and bakers also remains in effect.

Ninthly, the barbers shall not be allowed to shave any inhabitants of Albany on the Sabbath, but be permitted to shave people from the country until the second bell and not later, under penalty of a fine of fl.6 to be paid by the barber and of fl.3 to be paid by the customer.

Thus done and passed at the meeting of the aforesaid magistrates of Albany, the colony of Rensselaerswyck and Schaenhechtede, the 23d of November 1671.

Ordinary session, Thursday, December 7, 1671

Presentibus: All the honorable magistrates
and the schout,
demto
Jan Thomasz

Juriaen Jansz van Hoesem gives notice of an attachment placed on 2½ beavers in the custody of Jan Clute, belonging to Jan Cornelisz, and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Herman van Gansevoort, appearing in court, says that he has caused all the moneys of Jan Cornelisz in the hands of Jan Clute to be attached; likewise five beavers of Barent Ackerstaff in the same custody. He requests that the said attachments may be declared valid.

The honorable court: *fiat.*

Capt. Salisbury, schout, plaintiff, against

Juriaen Theunisz
Leendert Philipsen
Sturm van der Zee
Pieter Loockermans
Pieter Adriaensz
} tavernkeepers, defendants

[283] The plaintiff demands of the defendants for the honorable court *spinhuys gelt*,[1] at the rate of fl.6 in seawan per quarter year. In addition, the fines of fl.12 per quarter year, commencing the 16th of February 1670/1.

The defendants answer that they have never refused to pay for the *spinhuys* license and that they were not aware of the publication of such notice and that they have always been accustomed to having a collector come for said money by order of the honorable court.

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[1] Meaning the tapster's license fee, which in Holland, and perhaps also in the colony, was applied toward the support of the workhouse.

The honorable court having heard the parties on both sides condemn the defendants to pay the plaintiff fl.12 in seawan each, *cum expensis*, because they failed to enter their names in the secretary's office, in accordance with the ordinance. In addition, the *spinhuys gelt*, according to the same ordinance, except Pieter Adriaensz and Pieter Loockermans, whose accounts of liquor consumed and the time [when such consumption took place] shall be examined by the farmer of the excise and who shall then pay pro rata.

As far as the bakers are concerned, the provision as to *spinhuys gelt* is on account of certain complaints and for various reasons canceled.

A petition of the inhabitants of Schaenhechtede was presented, praying that their assessments regarding the trade may be lowered somewhat, in order that they may in some measure enjoy the profits thereof. Also, that Mr Jan van Eps and Sweer Theunisz may be elected.

To which the following apostil is made: First, their honors for the present refer them to the assessment made, of which notice has recently been sent to them by the secretary.

Secondly, their honors can not enter into any proposal for the relief of the trade,[1] but likewise refer them to the ordinance passed on the subject.

[284] Thirdly, as to the election of two men, they are free to appoint whom they please to lay any matters here before the court.

A petition of Cornelis Cornelisz Vielen was presented, humbly praying that in consideration of the willing services rendered by him he may be granted permission to tap liquor at Schaenhechtede by the quart and the pint, to be taken out, and to provide good lodging and accommodation to strangers.

Serves for apostil: Whereas Jacques Cornelisz says that he was given that privilege by both the generals, their honors can not grant the petitioner's request, but the petitioner may write about

[1] Cf. *Minutes of the Executive Council*, 2:748-49.

it to the right honorable general, in order that he may make such disposition in the matter as he sees fit.[1]

Ordinary session, Thursday, January 4, 1671/2

Presentibus omnibus

demto

Jan Thomasz

Juriaen Theunisz, plaintiff, against Dirck Hesselingh, defendant.

The plaintiff demands of the defendant the sum of fl.196:17 in seawan, for wine and beer consumed in entertaining company, and in addition four beavers for the purchase of the farm at Schaenhechtede, being the first payment, all *cum expensis.*

The defendant's third default.

The honorable court declare the defendant contumacious and barred from all exceptions, defense and excuses, and therefore condemn him to pay the plaintiff the sums demanded, all *cum expensis.*

[285] Mr Slichtenhorst says that he has caused an attachment in the sum of fl.35:10 to be placed on goods of Robbert Williams in the hands of Jan Clute and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Claes van Rotterdam, plaintiff, against Tryntie Melgerts, defendant.

The plaintiff demands of the defendant the sum of fl.58 in beavers, being the remainder of his account, and fl.3 in seawan.

The defendant asks a copy of the complaint and the account, in order to answer the same on the next court day.

The plaintiff, replying, says that the defendant's account is too high and that she charges more than is right.

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[1] See license for Cornelis Cornelissen Vielen, dated Jan. 9, 1671/2, and order about the tappers at Schenectady, May 6, 1672, in *Minutes of the Executive Council*, 2:667-69.

The honorable court having heard the parties condemn the defendant to pay the plaintiff the sum of fl.59 in beavers, with costs.

Paulus Jansz, plaintiff, against Tryntie Melgerts, defendant.

The plaintiff demands of the defendant, according to assignment of the account due to Jacob Arissen, 13¾ days' wages, at fl.5 a day, amounting in seawan to fl.68:15, and in addition payment of an account of wages earned by him amounting to fl.124 in seawan.

The defendant requests a copy of the account, in order to make answer thereto on the next court day. She also says that two beavers and fl.30 in seawan in her hands have been attached.

Wyntie Cornelis, plaintiff, against Tryntie Melgerts, defendant.

[286] The plaintiff demands of the defendant according her account five beavers, a church foot-stove and a schepel of buckwheat, for house hire.

The defendant answers that she does not owe the plaintiff one stiver and offers to swear to it that the plaintiff has never spoken to her about it. She asks for a copy of the complaint, in order to answer the same on the next court day.

The honorable court having heard the parties order that a copy of the complaint be delivered to the defendant in order that she may make answer thereto on the next court day.

Huybert Jansz, appearing before the court, asks for some money for keeping holes in the ice[1] open and for other services.

The honorable court grant the petitioner two beavers and he agrees to serve the honorable court at all times in the administration of justice as executioner. As to the keeping open holes in the ice, he shall be paid for it in the spring.

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[1] *voor byten op te houden;* referring to holes cut into the ice, where water could be obtained in case of fire, and for other purposes.

Ordinary session, Thursday, January 18, 1671/2

Presentibus omnibus

demtis

Martten Gerrittsz
Theunis Spitsbergen
Jan Thomasz

Jan Thymensz, plaintiff, against Pieter Adriaensz, defendant.

The plaintiff demands of the defendant according to his account fl.63 in beavers and fl.6.4 in seawan.

The defendant shows a counter account of the year 1658, in the sum of fl.54:13 and another account due from his brother Pieter Thymensz, of fl.143:10 in seawan, which the plaintiff ought to pay, as he helped to divide the latter's estate.

The plaintiff denies that he owes the defendant anything.

[287] The case is put over until the next court day. Meanwhile, the secretary shall look up their claims in the records.

Sander Leendertsz Glen, plaintiff, against Aelbert Jansz Ryckman, defendant.

The plaintiff demands of the defendant according to his account fl.136:18 in seawan, less 20 boards, which have been paid on account.

The defendant answers that he knows nothing in the world about it and that the plaintiff should have spoken before his father's departure,[1] which was known to every one.

The honorable court put over the case until the next court day. Meanwhile the books of the parties on both sides may be examined.

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[1] Albert Jansz Ryckman was the son of Jan Jansz Ryckman, who died before July 3, 1663. His mother, Tryntje Jans, afterwards married Elbert Gerbertsz Cruyff, who on November 16, 1671, shortly before his departure for Holland, gave a power of attorney to his wife and his stepson to manage his business. *Early Records of Albany*, 3:219-20, 385-86.

Paulus Jansz, plaintiff, against Tryntie Melgerts, defendant.

Case according to the preceding minutes. The plaintiff still demands of the defendant the sum of fl.192.15 in seawan and in addition 5 beavers, all on account of wages earned.

The defendant states that she does not owe the plaintiff more than fl.124 in seawan, of which fl.80 in her hands have been attached, and that his wife has nothing in the world to claim from her but a foot-stove.

The plaintiff replying says that the money demanded is duly due to him and that on account of her failure to pay he is obliged to give Kickebul[1] one beaver more in settlement of some debt, which she has also agreed to pay.

The defendant, in replication, says that she has promised to give only 5 or 6 boards more, but not one beaver.

[288] The honorable court having heard the parties order the defendant to satisfy Kickebul's claim against the plaintiff for the cow. As to Wyntie's claim, a copy of the answer will be delivered to her, in order that she may make answer thereto on the next court day.

M^r^ Siston[2] is at his request granted and allowed a lot situated on the hill, next to the lot of Jochum, the baker, near Sergeant Parcker's, in width and length as shall appear by the survey. Therefore, he may apply for a patent thereof.

Ordinary session, Thursday, February 1, 1671/2

Presentibus omnibus

demto

Theunis Spitsbergen

Herman van Gansevoort, plaintiff, against Jan Cornelisz Root, defendant.

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[1] Thomas Davis Kyckebul, or Kikebel, the husband of Anna Schaets. An abstract of his will, dated June 21, 1688, is in New York Historical Society *Collections*, 26:391-92.

[2] Michael Siston, *Early Records of Albany*, 1:39.

The plaintiff demands from the defendant the sum of fl.672 in beavers and fl.358:18 in seawan, according to his account, and requests payment thereof.

The defendant requests a copy of the account to make answer thereto on the next court day.

The honorable court order the plaintiff to deliver a copy of the account to the defendant, to make answer thereto on the next court day.

Jacob Sandersz, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff complains that the defendant has caused the money awarded him by judgment of the court to be attached in the hands of Wynant Gerrittsz. He requests that the said attachment may be declared unlawful.

[289] The defendant answers that she has an account against Jan Bastiaensz and also against Hans van Twiller and requests that these may be used as counter claims.

The honorable court having heard the parties declare the judgment given [in favor of the plaintiff] valid, the defendant having the right to present her counter claim against Jan van Twiller if nothing to the contrary appears on the books of van Gutsenhoven, deceased.

Sander Leendertsz, plaintiff, against Jocchum Ketelheym, defendant.

The plaintiff demands of the defendant one beaver for pasturing a cow and fl.30 in seawan for cabbages.

The defendant answers that he does not owe either the beaver or the seawan, the charges being excessive, as he contracted with Philip, the brewer, for pasturing the said cow for half the increase, which [said Philip] on account of an accident had to leave. As to the fl.30 for the cabbages, he says that he does not know but that they were paid, as is well known to Tryn Jocchums.

The honorable court having heard the parties order the defendant to prove on the next court day that he paid the fl.30

for cabbage. Also, that he boarded the cow at half the increase; or else, to pay the beaver and the fl.30 in seawan.

Jan Thymensz, plaintiff, against Pieter Adriaensz, defendant.

Case according to the preceding minutes. The plaintiff demands of the defendant [the amounts] set forth in the preceding minutes.

The defendant persists in his previous answer and exhibits a counter account of fl.243:16 in seawan for food and drink consumed by the plaintiff's brother, deceased, and also fl.42:13[1] in seawan consumed by himself, being a total of fl.286:9, and swears [290] that the said fl.42:13 are lawfully charged to his own account.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff the fl.63:16 in beavers and fl.6:4 in seawan demanded, deducting therefrom one *mudde* of buckwheat at fl.16 and fl.42:13 in seawan, consumed in the years 1658 and 1659. As to his claim against his brother, Pieter Thymensz, deceased, the defendant retains the right to prosecute his claim against the plaintiff and his brother as he may see fit. The beaver shall be reckoned at fl.24 in seawan.

The suit of Sander Leendertsz against Aelbert Jansz Ryckman is adjourned until the arrival of Elbert Gerbertsz Cruyff, next summer, and if he does not come then, judgment in the matter will be given, compelling payment, as Sander Leendertsz offers to swear to his demand.

Cornelis Cornelisz Vielen presents a license[2] or letters patent under the hand and seal of the Right Honorable General Francis Lovelace, granting him permission to keep an ordinary and to tap at Schaenhechtede. He requests that the same may be recorded and approved.

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[1] The original text has fl.42:16.

[2] See *Minutes of the Executive Council*, 2:667-68.

The honorable court grant the request, provided the petitioner take the oath not to sell any wines to the Indians.

Jacob Sandersz[1] requests by petition that he may not be entirely deprived of his annual salary and that the fees for citations may be raised somewhat.

The honorable court grant the petitioner an annual salary of fl.150 and the fees for citations are provisionally raised to one shilling.

It is resolved that the moneys which are being paid out for wolves will be refunded out of the taxes.

[291] Ordinary session, Thursday, February 15, 1671/2

Presentibus omnibus

demto

Jan Thomasz

Luycas Pietersz, plaintiff, against Jacob Jansz Flodder,[2] defendant.

The plaintiff demands of the defendant the sum of fl.852 in seawan.

The defendant answers that he has some counter claims for oats and other things. Also, that the plaintiff could have received payment while he was living at his house.

The plaintiff says that he paid his son-in-law, Adam,[3] for the oats.

The honorable court having heard the parties on both sides condemn the defendant to pay the plaintiff the fl.852 seawan

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[1] Jacob Sanders Glen, the court messenger.

[2] Jacob Jansen Gardenier, alias Flodder. For sketch of him, see *Van Rensselaer Bowier Mss*, p. 816, and *New Netherland Register*, v. 1, No. 1, p. 4-8.

[3] Adam Dingeman. He and his wife, Aeltje Jacobs Gardenier, made a joint will, Nov. 19, 1683. *Early Records of Albany*, 3:563-64. Another will, made after his wife's death, dated Jan. 21, 1721, proved Mar. 20, 1721, is in *Early Records of Albany*, 4:165-66.

demanded, less what has been paid on account, in the space of six weeks.

Gerrit Stavast, plaintiff, against Jan Thymensz, defendant.

The plaintiff demands of the defendant by balance of accounts 14 schepels of wheat and fl.11:4 in seawan for goods delivered.

The defendant answers that for some goods afterwards delivered by him his account has not been credited as much as it should have been.

The honorable court having heard the parties condemn the defendant to pay the plaintiff the 14 schepels of wheat demanded and the fl.11:4 in seawan, with costs, in the space of six weeks.

It is resolved that the court messenger is to press the country people for payment of their taxes, and this at the first opportunity.

[292] Ordinary session, Thursday, February 29, 1671/2

Presentibus, the honorable magistrates:

Theunis Spitsbergen
Jacob Schermerhorn
Goossen Gerrittsz
J. van Bael
Capt. Salisbury

Paulus Jansz and Weyn Cornelisz, plaintiffs, against Wynant Gerrittsz and Tryn Melgerts, defendants.

Case according to preceding minutes, about the five beavers, etc.

The honorable court refer parties to referees, for which purpose Gerrit Jansz Stavast, Adriaen van Ilpendam, Jan Verbeeck and Jan Becker, Adriaen Appel and the secretary, Lowies Cobes, are invited and authorized to serve as mediators, to settle the matter if possible, and if not, to report to the honorable court, in order that final judgment may be given.

The memorial of the inhabitants of Schaenhechtede presented to the honorable court by the secretary and the schout has been

carefully examined and considered by their honors, who are of opinion that the community of Schaenhechtede is free to have the bridge built for their convenience at the expense of those who are in the wrong. As to the other disputes and differences regarding the building of a mill, they are put over until the next court day and the inhabitants of Schaenhechtede are advised to send their representatives with power of attorney to treat with Sweer Theunisz about it according to the contract.

Mr Jeremias van Rensselaer appearing before the court complains that there are too many [small] stallions at large in the spring, whereby the breed [of horses] is corrupted. His honor therefore requests that two competent men may be chosen to see and judge which stallions [293] are capable and that those that are not declared of sufficient size may be gelded in the spring, under a certain penalty to be fixed by their honors.

The honorable court find the request of Mr Rensselaer founded in all fairness and in order to prevent all mongrelization they request and authorize the honorable officer, Capt. Salisbury, and Martten Gerrittsz to make an inspection and to order the people who have such stallions to have them gelded within the space of six weeks, under penalty of fl.25, to be applied to the benefit of the honorable officer. And Dirck Theunisz, who has the privilege in the matter, shall receive for the gelding of each stallion fl.4 in beavers.[1]

At Schaenhechtede, Sweer Theunisz and Barent Jansz are chosen for the same purpose. At Kinderhoeck and places adjacent, Jan Bruyns and Jan Martensz, the weaver.

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[1] On May 27, 1670, Governor Lovelace granted the privilege of gelding horses to Dirck Theunissen, who had been instructed in the art by his father. Munsell's *Annals*, 4:17. "An Act to prevent small stallions running at large & to Geld all Horses under the Size therein mentioned," was passed on July 3, 1718. *Colonial Laws*, 1:996-97.

Ordinary session, Thursday, March 28, 1672

Presentibus, the honorable:

Capt. de Laval
Jan Thomasz
van Bael
G. van Slichtenhorst
Theunis Spitsbergen
Schout Salisbury

The Consistory of the Reformed church, plaintiffs, against Jocchum Wessels and Hans Dreper, defendants.

The plaintiffs say that what has been furnished to them is not a true copy of the words spoken by the defendants at the house of Domine Schaets. Also, that the affidavit of Jan Mangelsz is unsatisfactory, as it contains erroneous and distorted statements. Furthermore, they protest that they [the defendants] called Domine Schaets an intruder in his own house.

[294] The defendants answer that the person who made the affidavit is willing to swear to it and that it is not true that they called him [the minister] an intruder, requesting further a copy of the complaint of Domine Schaets.

In the matter and allegations hereinbefore made a reconciliation was brought about by the honorable court, whereupon the parties shook hands. And [it was ordered] that the Lutherans shall pay the costs incurred in the matter.

Martten Gregier, plaintiff, against Geertruyt Vosburch, defendant.

The plaintiff demands of the defendants the fine incurred for having fraudulently consigned an anker of cider, the same having been done without his knowledge as farmer of the excise. In addition he claims that the remainder is subject to confiscation.

The defendant answers that she never knew that there was any excise on cider and that she does not intend to sell the remainder, but wishes to make vinegar out of it.

The honorable court having heard the parties condemn the

defendant to pay the plaintiff fl.25 in seawan and likewise fl.25 to the honorable officer, provided that she is to get back the anker of cider.

Pieter Adriaensz, plaintiff, against Cornelis and Jan Thymensz, defendants.

The plaintiff still demands of the defendants fl.142 in seawan.

The defendants answer that they have never been asked to pay the debt and that they have never refused to pay what was legitimately due, but that they do not owe this amount according to the affidavit.

The honorable court having heard the parties condemn the defendants to pay the plaintiff [295] fl.100 in seawan. Any further claim is denied on the ground that he has neglected to present his bill according to law.

Symon Turck, plaintiff, against Jacob Jansz Flodder, defendant.

The plaintiff demands of the defendant for wages and saws delivered, being the remainder of the defendant's account, the sum of fl.1353 in seawan.

The defendant answers that he does not owe him anything, as he has paid more than the plaintiff has credited him with. Furthermore, he denies that he owes for the saws, as they were paid for aside from the account. Also, as to the 106 days, which are put down at fl.8 a day, it was agreed that he would have to pay only fl.7.

The honorable court having heard the parties refer the matter at issue to referees, with the exception of one item of fl.400, which is left until Capt. Backer can be heard in regard to it. Adriaen Appel and Gerrit Jansz van Stavast are appointed and authorized to examine the account in the presence of the secretary and to find out what is due and then to deliver the same to the honorable court for final disposition in the matter.

Jaques Cornelis appearing before the court presents some affidavits showing that the right honorable general has granted him the sole right to tap at Schaenhechtede, in consideration of his services as interpreter with the Maquas. Also a petition of

some patentees, complaining about the tapping done by Cornelis Cornelisz Vielen.

The honorable court refer the matter to the right honorable general to dispose thereof as he pleases.

[296] The coopers, appearing before the court, desire to know whether the small casks[1] are hereafter to be made of the capacity of eight and four *kan*, according to the resolution,[2] requesting that those that are larger may be destroyed under a certain penalty and that a gager may be appointed to mark all the small casks.

The honorable magistrates understand that the resolution of the right honorable general remains in force and pass the following ordinance:

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede, with the express approval of the right honorable general of New York, hereby notify and make known to all the coopers and to the inhabitants residing here and trading with the Indians that after two months from the date of publication of this ordinance no rundlets shall be made for the Indians of a capacity of more than eight, or less than four *kan*, under the penalty of fl.12 in seawan, and confiscation of the casks and the wine, each time a person is found to have acted contrary hereto. And the coopers are ordered to accommodate the community therewith at the rate of four for one beaver. Furthermore, Jacob *de brouwer*[3] is appointed inspector and gager, in order that no unmarked rundlets may be delivered to the Indians, and all this for good reasons their honors thereunto moving. Let every one guard himself against loss! Done in the meeting of the aforesaid magistrates, in Albany, the 28th of March, 1672.

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[1] *vaeties;* small casks or rundlets. In an act of 1717 (*Colonial Laws*, 1:950), mention is made of payment to Evert Jansen, his executors or assigns, "for some Small Casks or Runlets deliver'd to the Indians by Order of Coll: Peter Schuyler, for the Service of this Colony."

[2] See minutes of August 1, 1671.

[3] Jacob Gerritsen, brewer.

[297] Ordinary session, Thursday, April 18, 1672

Presentibus omnibus

demto

Mr van Bael

Maritie Daemen, plaintiff, against Jan Clute, defendant.

The plaintiff says that the defendant has built on her land and that he does as he pleases. She demands reparation.

The defendant answers that the land devolved upon him by order and judgment of the right honorable general and the magistrates of Albany and in confirmation thereof produces an affidavit, [saying that] if he had had the same before the date of the last judgment, she would not have been granted a delay of eight months.

The honorable court having heard the parties on both sides can not resolve in this matter otherwise than in accordance with the judgment given last year by the right honorable general and council and refer her to that.

Aelbert Jansz Ryckman, plaintiff, against Hendrick Meeusz Vrooman, defendant.

The plaintiff demands of the defendant the sum of fl.97:3.

The defendant produces a counter claim for wages earned by his deceased predecessor[1] in the employment of Eldert Gerbertsz.[2]

The plaintiff shows by witnesses that he offered to pay to Sturm.[3] Also, that he asked Jan Cornelisz Vyselaer to be surety. He therefore maintains that the defendant has no claim whatever against his father.

The honorable court having heard the parties condemn the defendant to pay the plaintiff the sum of fl.97:3 demanded, setting aside the defendant's claim until the arrival of the father,

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[1] *syn voorsaet zal^r.;* apparently referring to the first husband of the defendant's wife.

[2] Eldert Gerbertsen Cruyff, the stepfather of Albert Jansen Ryckman.

[3] Storm van der Zee.

when he may demand payment of the aforesaid account. In case the said father does not return, the defendant may seek to recover the amount from the plaintiff.

[298] Idem, plaintiff, against Geertruyt Gerritts, defendant.

The plaintiff demands of the defendant a large chest and a new suit of black cloth at fl. 11 a yard, Holland money, together with 7 bed sheets, 4 pairs of pillow cases, 12 napkins and some other small linen articles, and three beavers.

The defendant answers that the chest belongs to her and that she is willing to replace the black suit, with interest. As to the linen, it is in the package, just as she received it. She admits the debt of three beavers.

The honorable court having heard the parties on both sides order the defendant to deliver to the plaintiff what is in her custody. Furthermore, they are to agree about the interest and she is to pay the three beavers.

A petition of Rebecca Jans was presented, requesting that two curators may be appointed to administer the estate of her deceased elders, Jan van Bremen [and his wife], etc.

The honorable court invite and authorize thereto the worthy Mr Adriaen and Jan Becker, notaries.

Jaques Cornelisz, appearing before the court, requests a letter of recommendation to the right honorable general, [asking] that in accordance with the license of the Right Honorable General Nicolls he may have the sole right to tap at Schaenhechtede.

The honorable court grant the request, the secretary to draw up a letter accordingly.

Jan Hendicxsz Solsbergen requests by petition[1] that in pay-

[1] A copy of this petition, dated April 18, 1672, is in *N. Y. Col. Mss*, 22:127. In it, Jan Hendricxsz sets forth that about eleven years ago, he and Jan Reyersz, deceased, bought of the Indians "a certain parcel of woodland, situated near the Klaver rack, between the land of Mr Abraham and Gerrit Visbeeck, including some land that belonged to Jan van Hoesem, extending to Prauwen kil," for which the petitioner alone made full payment; also, that there was due to him

ment of his arrears he may have the entire land of Jan Ryeresz, deceased, situated at Preeuwen Hoeck,[1] one half of which already belongs to him.

The honorable court grant the petitioner's request.

[299] After deliberation it is resolved to deliver an authorization to the *voorleser*, Rosenboom,[2] and Mr. Adriaen,[3] to see to it that no disorders occur in the church in regard to the seats and to prevent that one person be put in another person's place. Also, as to the young men who have taken seats in the pews, they shall pay two beavers for the benefit of the church. And no additional men shall be admitted thereto without the knowledge of their honors. Furthermore, Mr Adriaen shall have his seat in the said pews, in consideration of his long citizenship.

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from the said Reyersz fl.600 in beavers and fl.160 in grain and beavers, of which he received from the curator of the estate fl.300, but must forego the remainder. He therefore requests that he may be put in possession of the entire parcel of land.

[1] On July 17, 1673, Gerrit Visbeeck conveyed to Jan Hendricxsz van Solsbergen and Gerrit van Slichtenhorst "a certain parcel of land, situated on the east side of the river, stretching along the river into the woods from the second Claever to the little kill, in the Indian language called Preeuwen hoeck," by virtue of the patent granted by Gov. Richard Nicolls. A copy of this deed is in *N. Y. Col. Mss*, 22:154. The name Preeuwen Hoeck is apparently intended for Prauwen Hoeck, meaning Canoe Hoeck, corresponding to Prauwen kil, mentioned in the petition of April 18, 1672. See also contract of sale for land at Claverack from Jan Hendricksen van Solsberghen to Gerrit van Slichtenhorst, dated Nov. 1, 1675, in *Early Records of Albany*, 3:433, and Indian deeds of June 5, 1662, and Jan. 1, 1677/8, in *Early Records of Albany*, 1:302, 173, in which Jan Hendricksen is called: *alias root-haer*, *alias* Red Head. See also deed from Gerrit Visbeeck to Hans Juriaensen, Aug 4, 1684, in *Early Records of Albany*, 2:232.

[2] Hendrick Jansen Rooseboom, the reader and sexton of the church. Cf. *Minutes of the Executive Council*, 1:133.

[3] Adriaen Jansen van Ilpendam, notary public. See sketch of his life in *Early Records of Albany*, 3:15–18.

Ordinary session, Thursday, May 9, 1672

Presentibus omnibus

demto

Jan Thomasz

Juriaen Theunisz, plaintiff, against Roeloff Jansz.

The plaintiff demands of the defendant fl.175:9, for board, less fl.58:10 earned in wages.

The defendant admits the debt of fl.116:19.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the fl.116:19 demanded in the space of 14 days, *cum expensis.*

Pieter Adriaentsz, plaintiff, against Roeloff Jansz, defendant.

The plaintiff demands of the defendant fl.76:9 in seawan, for tavern expenses.

The defendant says that he never received any bill for it and sets up a counter claim for being wounded, surgeon's fees, pain and loss of time caused by [plaintiff's] servant, *Mancque* Willem [Lame William].

[300] The honorable court, having heard the parties, order the defendant to pay the plaintiff according to valid account.

A petition is presented by Pieter Cornelisz Vielen, residing at Schaenhechtede, requesting that his lot and plantation there may be measured off to him according to the patent. The honorable court: *fiat.*

It is resolved and decided that the assessment is to be paid now at once, or ultimately next Wednesday. And that in case of refusal soldiers will be quartered in the people's houses at their own expense, of which a warning will be issued once in advance.

There is presented a declaration of expenses of Wyntie Cornelis, payable by Wynant Gerritsz, which by the honorable court is declared true and valid.

Pieter van Alen, Dirck Wessels and Laurens van Alen, proprietors of a certain piece of land behind Kinderhook, of which

Jan Bruyn also owns a share, complain that the said Bruyn, on his own authority, has fenced in a certain hook of the said land and that in addition he takes away from them the common path, which is used at all times by the Christians as well as by the Indians who come and go to the north. They request redress in the matter and exhibit the deed of purchase, to show that the land belongs to them in common.

The honorable court, having considered the complaint of the aforesaid persons, order Jan Bruyns to leave them a free road, as it existed heretofore. Meanwhile, if he considers himself thereby prejudiced in his rights, he may defend himself before the court. [301] Furthermore, he is not to molest the authorized fence viewers in the exercise of their functions by threats or abusive language, but is to allow them to perform and execute their duties in peace.

Pieter van Alen also complains that Jan Bruyn threatened to beat him and addressed abusive language to him.

It is resolved to post a notice that none of the inhabitants belonging to this district may sell, retail or do whatever else it may be called without using sealed ells, weights, measures or casks, under the penalty of fl.25 in seawan.

The honorable magistrates of Albany, colony of Rensselaerswyck and Schaenhechtede hereby make known: Whereas some years ago they appointed Jacob Jansz van Noortstrant sealer of measures, weights and casks, large or small, wherewith trade is daily carried on, and whereas said ordinance is not strictly observed according to its tenor, but all memory thereof is forgotten; therefore, wishing to provide therein as the necessity of the case and their duty require, the said honorable magistrates, for the public good and the maintenance of the former ordinance, hereby order all inhabitants within the jurisdiction of this district who are engaged in the business of tapping, brewing, trading or whatever else it may be called, that they must henceforth in delivering their wares make use of sealed weights and measures, gaged and marked by the aforesaid sealer of weights and measures, under penalty of forfeiture of the wines, beer and

merchandise and of paying in addition a fine of fl.25 in seawan for each measure or weight that shall be found [302] not to have been sealed as hereinbefore stated. Thus done and ratified at the session [of the court, held] in Albany, the 8th of May 1672.

Ordinary session, Thursday, May 23, 1672

Presentibus omnibus

demto

Jan Thomasz

Gerrit Jansz Stavast, plaintiff, against Pieter Roode, Jan Rinckhout and Pieter Pietersz Winnen, defendants.

The plaintiff demands of Pieter Roode fl.31 in seawan, of Pieter Pietersz Winnen fl.16:12 in seawan and six schepels of wheat, and of Jan Rinckhout by balance of account fl.49:11 in seawan and 2½ beavers and 2 schepels of wheat, according to accounts; all *cum expensis.*

Third default of the defendants.

The honorable court declare the defendants *contumax* and debarred from all exceptions, defense and excuses and therefore condemn them to pay the sums demanded, with costs.

Pieter van Alen, Dirck Wessels and Laurens van Alen, plaintiffs, against Jan Hendr[icksz] Bruyns, defendant.

Case according to preceding minutes. The plaintiffs request to have the defendant's answer to their complaint made on the preceding court day.

The defendant answers by contradicting some of the statements made in the plaintiffs' complaint and says among other things that if the plaintiffs are willing to listen they will have no difficulty in coming to an understanding.

The honorable court, having heard the parties, are of opinion that the best way is to settle their differences with one another by compromise before the next [303] court day. If they can not agree, the honorable magistrates will appoint two members

of the court to inspect the situation of the land in question at the expense of the parties.

Barent Pietersz, plaintiff, against Hester Fonda, defendant.

The plaintiff demands of the defendant by balance of account according to judgement fl.200 in seawan.

The defendant admits the debt, but says that she can not pay at present, alleging also that according to their marriage articles and a certain judgment dated April 21, 1670, her husband can not be held responsible for her debts.

The honorable court, having heard the parties, refer to the previous judgments rendered against them, *cum expensis.*

Mr Jan Becker, attorney for Symon Jansz Romeyn, plaintiff, against Sander Leendertsz, defendant.

The plaintiff demands of the defendant the sum of fl.260 in beavers, according to a sworn account, *cum expensis.*

The defendant's third default.

The honorable court declare the defendant contumacious and debarred from all exceptions, defense and excuses and therefore condemn him to pay the plaintiff the sum of fl.260 in beavers demanded, *cum expensis.*

Laurens van Alen, plaintiff, against Jan Wybensz, defendant.

The plaintiff demands of the defendant satisfaction of fl.192:13 in seawan, arising from [the erection of] a new [304] fence, and also delivery of certain missing tools, namely, a Flemish scythe, an auger, a mattock, a flatiron and a small fork.

The defendant answers that Juriaen Kalier must pay for the fence and that he is not liable for the tools, one thing being broken and another never having been seen by him.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff for the new fence as demanded, according to appraisal by impartial men, [namely], Jan de Wever[1] and Adam Dingmans, saving the defendant's right to bring an action against Juriaen Kalier. The plaintiff's demand as to the tools is denied, for the reason that the defendant says

[1] Jan Martensen, the weaver.

that he was not the head farmer and that he has not seen all the goods.

After deliberation it is decided and resolved that no savages may be given lodgings here, either directly or indirectly, except some sachems, and this subject to the consent of their honors, under the penalty heretofore provided.

Whereas from year to year there has been great confusion as to the lodging of the Indians and the honorable officer is frequently misled regarding it; therefore, the honorable magistrates of Albany, colony of Renssalaerswyck and Schaenhechtede expressly forbid every one to lodge hereafter any savages, whether in large or small groups, directly or indirectly, except some old sachems, the consent to which remains subject to the consideration of their honors aforesaid. Whoever shall act contrary hereto shall incur the fine provided by the ordinances heretofore issued. *Actum vel supra.*

[305] Ordinary session, Thursday, June 13, 1672

Presentibus omnibus

demto

Martten Gerritsz

Willem Pietersz Slyck, plaintiff, against Cornelis Theunisz Slyck, defendant.

The plaintiff demands of the defendant fl.80 in beavers, which he was condemned to pay to Pieter Adriaentsz, but which the defendant some years ago agreed to pay, and for which he is now being dunned and which he can not afford to pay.

The defendant answers that Pieter Adriaentsz is entitled to but fl.100 in seawan and not ten beavers, and that he is willing to pay him fl.100 in seawan.

The honorable court having heard the parties condemn the defendant to pay Pieter Adriaentsz the 10 beavers demanded and to indemnify Willem Pietersz Slyck.

It is decided and resolved that all those who have no chimneys in their houses in which they trade shall build chimneys of the first brick that shall be burnt, under penalty of the double fine.

Capt. Salisbury, plaintiff, against Cornelis Cornelisz Viele, defendant.

The plaintiff demands of the defendant for the seizure of a keg of powder a fine of fl.300 in seawan, according to the ordinance, and confiscation of the same.

The defendant answers that he took the same with him, not to trade it to the Indians, but to the Christians, who need it.

The honorable court having heard the parties condemn the defendant to pay the plaintiff the fl.300 demanded according to the ordinance and declare the said powder confiscated.

[306] Roosenboom and Robbert Sandersz are authorized to take charge of the cemetery and the fence and the Indian houses, and in case the Indians do any damage to them to recover damages from them, either by peaceful means or otherwise, as is reasonable, provided they make reparation.

Likewise the church masters Roosenboom and Mr Adriaen are authorized to forbid any one from taking the fire ladders except upon payment of one guilder per day apiece and whoever shall borrow them contrary hereto shall forfeit the fine of fl.25 in seawan heretofore provided for the benefit of the officer.

Pieter van Alen, appearing before the court, requests reparation for what Jan Bruyns has charged him with; also proof of the damage to the corn which he alleges, and furthermore an answer to the documents presented.

The honorable court order the petitioner to deliver Jan Bruyns a copy of his complaint and to have him cited to appear on the next court day to answer the same.

The honorable court of Albany, colony of Rensselaerswyck and Schaenhechtede hereby notify and warn every one that henceforth no one, of whatever quality he may be, shall take any of the fire ladders from the church, except in case of fire, without knowledge of the church masters, Hendrick Roosen-

boom and Mr Adriaen van Ilpendam, and consent thereto being given they shall pay to the church masters one guilder apiece for each day, and those who shall act contrary hereto shall forfeit the sum of fl.25 in seawan.

[307] Ordinary session, Thursday, June 27, 1672

Presentibus omnibus

Volckie Pieters, plaintiff, against Ida Barents, defendant.

The plaintiff complains that the defendant goes around slandering her that she sold her copper rosettes[1] for gold ones, which she expressly denies, showing the affidavit to that effect.

The defendant says that it is true and that she bought them of the plaintiff and no one else, and also shows by an affidavit that she sold them to some one else.

The honorable court having heard the parties order the plaintiff to present contrary proof that she did not sell the ornaments to the defendant and that she promised to buy them from *Cassiouwen vrou.*[2]

After deliberation it is decided and resolved that the arrears of taxes shall be collected and received by the schout, secretary and court messenger by way of execution from the unwilling, with express order that the property shall be assessed double the amount, in order to pay the costs of the collection.

A petition is presented by the church masters, Mr Adriaen and Mr Roosenboom, on the subject of certain repairs to be made to the church, with request where they are to find the money?

The honorable court give for answer that the respective church masters may have the windows [308] repaired, for which purpose and the carrying out of the rest of their request means will be devised and provided at the first opportunity.

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[1] *kopere stricken;* referring to ornaments belonging to a Frisian head dress.

[2] The wife of Cassiouw?

A petition is presented by J. Gerrittsz van Marcken praying that he may give up the office of notary.

The honorable court grant the petitioner's request.

Extraordinary session held in August, August 13, 1672

Presentibus, the honorable:

Capt. de Laval
Capt. Willet
Mr Steenwyck
Mr Bedlo
Capt. Rensselaer and
all the honorable magistrates and schout

demto

Jacob Schermerhorn

Geertruyt Vosburch requests by petition that she may have satisfaction of the judgment against Aelbert Andriesz and likewise the remainder of [what is due for] the other years.

The honorable court refer her to the first judgment rendered on August 25, 1671, which she may cause to be executed.

A petition is presented by some burghers praying a favorable answer to their request to build a shed[1] on the plain for the savages for the benefit of the entire village, as they derive no profit from those who come and go.

The honorable court, having been duly considered the [309] matter, give for answer: As to building a shed on the plain, they will first examine whether it is most convenient to build such a shed on the plain or near the river and then the matter will be referred to the honorable general to make such disposition therein as he shall see fit.[2]

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[1] *een loodts.*

[2] See *Minutes of the Executive Council*, 1:146-47. See also, "An Act for the building & Erecting two Wooden houses for Sheds for the Accommodation of the Indians Trading at Albany, & for keeping them in good Repair," passed June 30, 1716. *Colonial Laws*, 1:890–92.

Willem Bout presents an account of Jan Bastiaensz, deceased,[1] and shows by documents that he ought to be released from the [payment of the] 100 beavers which he is ordered to pay to the factor of Jan Bastiaensz, deceased, and that Juffrouw Curlers, according to her own writing, ought to be charged therewith.

The honorable court, having seen and heard the proceedings of Willem Bout against Juffrouw Curler, adjudge and decide that Willem Bout is discharged from the obligation to satisfy the judgment of 100 beavers against him and [hereby] charge Juffrouw Curlers therewith and order her to pay the same.

Those of Schaenhechtede request by petition the privilege of doing some trading to satisfy their wants and that they may not be so closely restricted. Furthermore that some persons at Schaenhechtede may be chosen to dispose of minor cases that are not worth such a long journey, as the men[2] lose too much time thereby.

The honorable court will refer the matter of their petition to the right honorable general, who will dispose thereof as far as the trade is concerned. As to a bench of justice, the honorable magistrates offer to go there two or three times a year to settle their claims.

[310] A petition and affidavits are presented by Jacques Cornelisz, whereby he requests the exclusive right to tap at Schaenhechtede, in accordance with the documents presented.

Whereupon the honorable magistrates adjudge and declare that Jacques Cornelisz shall have the exclusive privilege.

The honorable Mr de Laval and councilors are of opinion that the matter should be submitted again to the right honorable general.[3]

Monsieur Bayard, attorney for Augustyn Heerman, plaintiff, against Jan Labatie, defendant.

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[1] Jan Bastiaensen van Gutsenhoven, who died in 1666 or 1667.

[2] *knechts;* meaning, farm hands.

[3] Cf. *Minutes of the Executive Council*, 2:668-69.

The plaintiff demands of the defendant the sum of fl.533 in beavers according to an authentic obligation and requests payment.

The defendant answers that he does not owe Mr Augustyn one penny and that he paid him, promising to appear within the space of three months at New York with his evidence to the contrary.

The honorable court: *fiat*, that the defendant according to his promise shall be held to produce such evidence.

[311] Ordinary session, Thursday, August 29, 1672

Presentibus omnibus

demto

Jan Thomasz

Aelbert Jansz Ryckman, plaintiff, against Melgert Abrahamsz, defendant.

The plaintiff demands of the defendant 7 whole beavers for one milch cow which he had on half shares as to the increase, or another cow which is equally good, and in addition 25 lbs of butter.

The defendant answers that he is under no such obligation, as he did not receive the cow at his risk, but only upon the condition that he must give so much butter.

The honorable court, having heard the parties on both sides, adjudge and decide that each party shall bear half the loss. As to the butter, they are to agree with each other.

Juriaen Jansz van Hoesen, plaintiff, against Jan Cornelisz, defendant.

The plaintiff demands of the defendant 2½ beavers for feathers delivered, with the costs of the trial.

The defendant answers that he bought the feathers for fl.18 in beavers and shows further by a letter from Ceesie Wouters that there is due him from the plaintiff fl.86.

The honorable court, having heard the parties, condemn the

defendant to pay the plaintiff for the feathers and if Ceesie Wouters has any claim, he can come himself or send a power of attorney.

[312] Ordinary session, Thursday, September 12, 1672

Presentibus, the honorable:

Mr Van Bael
Jacob Schermerhorn
Theunis Spitsbergen
Goossen Gerrittsz

Sturm van der Zee, plaintiff, against Nicolaes Maison, defendant.

The plaintiff demands of the defendant fl.136:18 in seawan for food and drink consumed with his partner, Jaques Brunet.

The defendant answers that he paid his part and that he did not agree to pay his partner's debt.

Mr Siston and Anthony Lepinard appearing before the court testify that he, Maison, agreed to pay.

The honorable court, having heard the parties on both sides, condemn the defendant to pay the plaintiff fl.116:18 in seawan.

Ryckie de Hinsse, plaintiff, against Willem Bout, defendant.

The plaintiff demands of the defendant six beavers pursuant to a judgment.

The defendant answers that there is money due him, as he was accorded seawan instead of beavers, but he offers to pay at once four beavers.

The honorable court condemn the defendant to pay the plaintiff according to his promise four beavers, with the costs of the trial.

Pieter van Olinda, schout, wishes to know how it is to be with the burgher excise at Schaenhechtede, as the same is getting into great disorder.

The honorable magistrates keep the matter for the present under advisement, until the arrival of the honorable officer.

[313] Ordinary session, Thursday, October 3, 1672

Presentibus, the honorable magistrates:

Goossen Gerrittsz
J. van Bael
Martten Gerrittsz
Theunis Spitsbergen
Jacob Schermerhorn

Thomas Rogiers, plaintiff, against Gerrit Theunisz, defendant.

The plaintiff says that last winter he gave the defendant a mare to pasture, for which he paid him, and that without his consent he drove the mare into the woods and that he never got her back. He demands restitution of the horse or payment therefor according to its value.

The defendant answers that he informed the plaintiff thereof and that he was satisfied therewith.

The plaintiff replies that it is not true and that the defendant last year offered him 5 beavers for his loss.

The honorable court having heard the parties order them to produce evidence for their defense on the next court day.

Goossen Gerrittsz, plaintiff, against Paulyn Jansz and Evert Cornelisz, defendants.

The plaintiff complains that the defendants despite his prohibition picked hops in the Halve Maen, for which reason he has had the hops which they took away attached. He requests that the said attachment may be declared valid and that part of the hops may be confiscated for the benefit of the poor.

[314] Paulyn answers that he was not forbidden to do so and that he did not understand it correctly.

The plaintiff declares on oath that it is true.

The honorable court, having heard the parties, condemn each of the defendants to pay fl.3 to the poor within the space of 24 hours, together with the costs of the suit, because they treated the matter as a joke.

Paulus Jansz, plaintiff, against Juffrouw Curlers, defendant.

Mr Jan Verbeeck and Mr Adriaen, the attorneys for Juffrouw

Curlers, answer in writing that the plaintiff settled accounts and they present an affidavit stating that the plaintiff's wife confessed that there was due to her fl.500 in seawan, in addition to which they present a counter claim of fl.1509:6, so that there remains due to the plaintiff only about fl.60. Furthermore, they allege that all the other claims are false, unfounded and imaginary, and demand costs.

The honorable court having heard the parties adjudge and decide that the plaintiff's old account shall be paid item for item as it is drawn up, stipulated and specified, namely, schepel for schepel and guilder for guilder, both beaver and seawan.

[315] Extraordinary session, Thursday, October 10, 1672

Presentibus, the honorable:

J. van Bael
G. v. Slichtenhorst
Goossen Gerrittsz
Jacob Schermerhorn

Sweer Theunisz, plaintiff, against Jan Cornelisz, defendant.

The plaintiff demands of the defendant a pair of millstones with the shaft and crank, which he bought of him according to the contract thereof executed in the presence of trustworthy witnesses; and this *cum expensis*.

The defendant answers that he was drunk and never thought of it that he had presented the stones to Flodder.

The plaintiff replies that this is not true and that he, the defendant, afterwards entered into such a plot with Flodder, as shown by the affidavits produced.

The honorable court, having heard the parties and examined the documents, order the defendant to deliver the aforesaid millstones to the plaintiff, with the shaft and the crank, within the space of 24 hours, and condemn him to pay the costs of court.

On Monday, the 7th of October last past, the honorable magistrates van Bael, Goossen Gerritsz and Jacob Schermerhorn proceeded to the Lutheran church and fence and upon the com-

plaint of Mr Philip Schuyler inspected there the work done by them in extending the gate. Seeing that as a rule they exceeded what has long been granted to them, [316] they warned them not to exceed [the width allowed them by] the previous order, to wit, eight feet, the width of the bridge, to be counted from the railing.

It happening afterwards that some of the magistrates again passed there, the Lutherans asked their honors whether they should not proceed with their work? Whereupon their honors answered: Yes, but not further than they were ordered to go.

Whereupon Jocchum, the baker, especially, commenced to fulminate, saying: Have you no better memory? Here are Meyndert, the smith, and Hans Hendricxz. They are more trustworthy than you people are and it would have been better if you had remained on your tailor's table, meaning van Bael's.

Upon the report made by Sergeant Parcker as to the insults offered to the entire court by Jocchum the baker, Jocchum the baker has before all the members of the court called Sergeant Parcker a liar.

For which Sergeant Parcker has fined J[occhum], baker.

Likewise, the contrary being shown, it is ordered that Steven Jansz shall confirm the statements to which he refers.

The honorable court, considering the vilification and contempt which their honors heretofore have more than once suffered from the parties,[1] from which further impudence arises and proceeds, which is insufferable to all right thinking persons and which in view of their honors' prerogative is not to be tolerated; therefore, their honors condemn him, [317] Jocchum, the baker, first, to pay Sergeant Parcker fl.25 in seawan for the crime committed in calling him a liar, the contrary whereof was afterwards shown by the testimony of Steven Jansz. Secondly, the said baker *cum suis* are ordered to regulate themselves according to the preceding ordinance within the space of 24 hours, under penalty of fl.50 in seawan for the first failure to do so, and of fl.100 for

[1] *de partye;* meaning, the defendants, in this case, the Lutherans.

the second time, when the work shall be torn down at their own expense.

Above all, a perpetual silence and obligation to keep still is hereby imposed upon Jocchum, the baker; in default whereof he will be proceeded against according to the exigencies of the case.

Mr Philip Schuyler has caused an attachment to be placed on 7 beavers.

Lowies Cobes, secretary, on fl.100 in seawan.

Sturm van der Zee on fl.12 in beavers, namely on the money of Jan Cornelisz in the hands of Sweer Theunisz, requesting that the said attachments may be declared valid.

The honorable court declare them valid.

Ordinary session, Thursday, October 17, 1672

Presentibus omnibus

demto

Martten Gerrittsz

Mr Jan,[1] plaintiff, against Pieter Roode, defendant.

The plaintiff, as executor [318] of the estate of Jan van Creenen, deceased, demands of the defendant the quantity of nine beavers, less what has been honestly earned in wages in sailing the scow.

The defendant's third default.

The honorable court declare the defendant *contumax* and debarred from all exceptions, defense and excuses, and condemn him to pay the plaintiff the 9 beavers demanded, less what has been paid on account and earned in honest wages; *cum expensis.*

Paulus Jansz and Mr Jan, plaintiffs, against Jan Verbeeck, defendant,

The plaintiffs request [permission] to examine the books of Juffrouw Curlers to see whether the account given to them agrees with the books.

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[1] Jan Becker, notary public.

The defendant answers that Juffrouw Curlers does not wish to have Jan Becker come near her books, for reasons which she can give, but requests that their honors may be pleased to authorize other competent persons thereto.

The honorable court, having heard the parties, decide that the defendant may assign some trustworthy persons to extract the items from the books and to deliver the account to the plaintiffs.

Tryntie Wernaerts, plaintiff, against Robbert Sandersz, defendant.

The plaintiff demands of the defendant one beaver for files sold to him.

The defendant answers that he offered her a good beaver, [319] worth eight guilders, which she refused to accept and jokingly offered to him, for God's sake. He accepted the same and presented it to the overseers of the poor.

The honorable court declare the plaintiff nonsuited, because she presented the beaver in question to the defendant for God's sake.

Ida Barents, plaintiff, against Volckie Pieters, defendant.

The plaintiff, according to the preceding minutes, demands of the defendant a pair of gold rosettes, instead of a pair of copper ones, for which she paid the price of gold ones; together with the costs of court.

Gerrit Jansz Stavast, appearing, answers that his wife is innocent in the matter, as shown by an affidavit.

The honorable court, having heard the parties and duly taken everything into consideration, including the fact that both parties offer to swear to their statements, this being a very dubious case, they therefore condemn Volckie Pieters to pay the plaintiff one beaver, the rosettes to remain the property of the plaintiff and each party to pay one half of the costs.

Capt. Salisbury, ex officio plaintiff, against Hendrick Koster, defendant.

The plaintiff demands of the defendant the amount of the

fine for having slandered the court at the time when the farming of the excise took place.

The defendant answers that he knows nothing about it, as he was very intoxicated at the time, and requests that he may be excused.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff five beavers, *cum expensis.*

[320] Thomas Rogiers, plaintiff, against Gerrit Theunisz, defendant.

Case according to preceding minutes. The plaintiff persists in his previous complaint and demands his horse or payment for it.

The defendant answers that it was not his fault and that he [tried to] let the plaintiff know that he must send for his horse, but that he had gone to the Esopus.

The honorable court, having heard the parties, adjudge and decide that the defendant shall return the said horse within the space of two months, or in default thereof pay for it, *cum expensis.*

Willem Bout, plaintiff, against Pieter Adriaentsz, defendant.

Case according to the preceding minutes. The plaintiff persists in his previous complaint and demands of the defendant the sum of 25 beavers, according to the judgment.

The defendant answers that he paid to Loosderick before his departure and requests to see some writing or obligation in connection with it.

The parties leave the matter until Loosderick in Holland shall have been written to and his answer is received.

A petition was presented by Jan Gou, requesting the grant of a small piece of woodland, without prejudice to any one.

The honorable court: *fiat*, and Capt. Salisbury is to go with him to view the land, to see that it is not to the prejudice of any one.

Mr J. van Rensselaer, director of the colony of Rensselaerswyck, with the approval of [321] the right honorable general,

chooses, in the stead of Theunis Cornelisz Spitsbergen, retiring magistrate, the person of Pieter Winnen.

Furthermore, the following double number was nominated and presented with all due reverence to the right honorable general to choose therefrom a single number of magistrates in the place of Goossen Gerrittsz and Jan Hendr. van Bael, [namely]: Adriaen Gerritts, Andries Teller, Jan Verbeeck and Davidt Schuyler.

With the further request that the schout and our secretary may be continued.

Ordinary session, Thursday, October 30, 1672

Presentibus omnibus

demto

Goossen Gerrittsz
Martten Gerrittsz
J. Schermerhorn

The honorable officer, plaintiff, against Pieter Loockermans, defendant.

The plaintiff demands of the defendant the sum of fl.125 in seawan, arising from an obligation received by him from Mr Witthart, with costs, amounting to fl.17:8.

The defendant answers that Witthart released him from all liability as to costs.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the fl.125 demanded, with costs, reserving the defendant's claim against Witthart or his agents, with such counter evidence as he refers to.

Herman van Gansevoort, appearing, asks permission to levy the money belonging to Jan Cornelisz Root in the hands of Jan Clute, which he [322] has caused to be attached, giving security therefor.

The honorable court: *fiat* levying, with security.

Capt. Salisbury submits that a judgment against Hester Fonda in the sum of fl.200 in seawan has been placed in his hands by Barent Pietersz and that Theunis Dirricx refuses to pay in accordance with his marriage contract.

The honorable court adjudge and decide that Barent Pieters shall indicate some goods and effects belonging to Hester Fonda out of which the amount may be recovered, but shall not touch the property of Theunis Dirricx, in accordanc with the antenuptial contract.

Extraordinary session, Monday, November 4, 1672

Presentibus, the honorable:

Capt. de Laval
Capt. Salisbury
Goossen Gerrittsz
G. v. Slichtenhorst
van Bael
Jan Thomasz
Theunis Spitsbergen
Martten Gerrittsz
Jacob Schermerhorn

Pursuant to the choice [of magistrates] made by the right honorable general of New York on the 25th of October 1672, in the stead of Goossen Gerrittsz and Mr van Bael, retiring magistrates, the latter are hereby released from their oath and duties and thanked for their services, and in their place are installed and confirmed by the court as new magistrates the persons of:

Adriaen Gerritsz
Andries Teller

[323] Pieter Winnen, who was chosen by Mr Rensselaer, director of the colony, in the stead of Theunis Spitsbergen, who is likewise thanked for his services.

Whereupon they took the oath of fidelity in the usual form.

The honorable Mr de Laval presents an open letter from the right honorable general whereby those of Schaenhechtede are granted the privilege of a local court for the trial of causes to the value of fl.100 in seawan, provided that the ordinance heretofore promulgated on the subject of the trade remains in force and that for causes above the value of fl.100 application must be made here.

To administer justice as magistrates of the court at Schaenhechtede three of the most capable persons there shall be nominated, their names to be presented here between now and Thursday, in order that two may be chosen therefrom [by the governor].[1]

The ordinance issued on the subject of giving credit to the Indians was approved by the right honorable general, in which cases old debts shall not have the preference over new ones.

The honorable Mr de Laval, pursuant to instructions from the right honorable general, proposes to confiscate the goods, merchandise and books, or the profits thereof, of those outside of the alliance[2] who reside in Holland or in the colony, and to appoint three members of the court besides Capt. Salisbury to look closely into this matter and to make an inspection and inventory of their property.

[324]Extraordinary session, Thursday, November 7, 1672

Presentibus ut supra

Capt. Salisbury, ex officio plaintiff, against Jacob Kern and Jan Connel, defendants.

In the matter of 12 pair of stockings which were stolen from the house of Jan Connel and recovered in the yacht of Pieter Jansz. He requests that it may be investigated which of the

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[1] See *Minutes of the Executive Council*, 1:146.

[2] *buyten de Alliantie;* meaning subjects of the States General, then at war with France and England. See *Minutes of the Executive Council*, 2:744–45, 747–48.

three persons is the thief and that all three of them may be examined at the house of Jan Connell and that the guilty person may be punished as an example to others.

Jan Connel informs the court that skipper Pieter Jansz has given permission to inspect the yacht.

Pieter Jansz and Matthys Jansz are charged with the theft.

Matthys Jansz denies that he is guilty, saying that he has not been on board, much less in the cabin, where the stockings were found, but that Pieter Jansz sleeps in it.

Pieter Jansz says that Jacob Kern said at the same time that he wished to run the tavernkeeper through.

Jan Connell declares that Pieter Jansz said that if the stockings were found on board his yacht, the matter would remain under cover between them, and has confirmed this on oath.

Jan Becker, plaintiff, against Anna Sweeres, defendant.

The plaintiff demands of the defendant one beaver for one year's tuition of one child.

[325] The defendant takes exception, saying that she promised to pay one beaver if the boy was willing to go to school there, but that in default thereof she would pay pro rato to the time [he attended school] and that he went there for only about one month.

The honorable court, having heard the parties, adjudge that the boy shall continue to go to school until the expiration of the year and that then the beaver shall be paid to the plaintiff.

The honorable Mr de Laval exhibits in court a decision of the honorable general's Court of Assizes that henceforth no brandy or distilled liquors may be consumed by the burghers without their paying the great excise.

The nomination was received of those of Schaenhechtede, whereupon the following were appointed magistrates there:

Sander Leendertsz Glen
Jan Dirricksz van Eps

Theunis Cornelisz *jonge Pointie*

Which magistrates will be given their instructions.

And Jan Gerrittsz[1] was chosen schout of Schaenhechtede in the place of Pieter van Olinda.

Also, the magistrates of Schaenhechtede are not to hold court on Thursdays, but the day before or after.

A petition was presented by those of the Augsburg Confession, requesting that they may have their lot and churchyard free, [326] offering to leave a free path across it, with a swinging gate for horses and cattle.

The honorable court give for apostil that a common road is to remain there and furthermore that the bridge shall be kept in repair by their honors.

A petition is presented by Jan Bruyns, requesting that some casks of 8 and 4 *kans*, which he bought at New York, may be gaged.

The honorable court decide that the petitioner shall deliver the casks to their honors, who will pay him therefor the cost price plus a reasonable profit.

The honorable Mr de Laval hereby grants [the request of] the honorable court that no one shall be permitted to sell any casks to the savages except their honors, or those whom they appoint thereto.

[327] Ordinary session, Thursday, November 22, 1672

Present, the honorable:

G. van Slichtenhorst
Martten Gerrittsz
Capt. Salisbury
Adriaen Gerrittsz
Andries Teller

Jan Hend^r^. Bruyns, plaintiff, against Matthys Coenraets, defendant.

The plaintiff complains that the defendant has slandered him behind his back by calling him in the presence of others a vilain

[1] Jan Gerritsen van Marcken.

of the vilains, as appears by affidavit, for which he demands reparation.

The defendant admits that he said so, but in another manner and that the plaintiff hitched his horses on his land and thereafter threatened to dash his brains out with a hatchet.

The plaintiff demands proof that his horses and hogs have caused damage to the defendant.

The defendant says that he lived a half year with the plaintiff and that he has never known him to be anything but an honest man, and that he said so in haste.

The honorable court, having heard the parties, condemn the defendant to pay the costs exhibited to the secretary and the court messenger.

Jacob Kern, appearing in court, was asked whether he did not have property in the Esopus which he could give as bail for his appearance in the spring, whereupon he answered, No.

Being asked again whether he was willing to bind his person and property, present and future, for his appearance when required and, if he kept working here, whether he was willing to have his master remain surety to the extent of his wages, except some small amounts for bodily necessities, he answered, Yes, and signed.

[328] Ordinary session, Thursday, December 12, 1672

Presentibus, the honorable magistrates:

G. v. Slichtenhorst
Martten Gerrittsz
Adriaen Gerrittsz
Andries Teller
Pieter Winnen
Capt. Salisbury

Mr Aernhout Cornelisz, plaintiff, against Willem Abrahamsz, defendant.

The plaintiff demands of the defendant 44 schepels of wheat paid for him to Pritty and fl.12:17 in seawan for food and

drink, less what has been paid on account, to wit, fl.230 in merchandise; together with the costs of court. He also asks permission to levy one beaver, attached in the hands of Helmer Otten.

The defendant's third default.

The honorable court declare the defendant *contumax* and debarred from all exceptions, defense and excuses and therefore condemn him to pay the plaintiff according to accurate account, *cum expensis*. Permission is also granted him to levy the beaver attached in the hands of Helmer Otten.

Domine Schaets presents a petition requesting payment of his salary due him for the last quarter year and 8 schepels of wheat still due on the preceding payment and 37½ schepels of wheat owing to him for several years.

The honorable court give for apostil that his Reverence will be accommodated with an order in the sum of 31 beavers and fl.2 for the quarter year's salary which has become due. As to the 8 schepels of wheat and 37½ schepels, these will be furnished to him out of the money raised by taxation.

[329] Extraordinary session, Saturday, *post meridiem*, December 21, 1672

Presentibus, the honorable:

Capt. Salisbury
G. v. Slichtenhorst
J. Schermerhorn
Martten Gerritsz
Adriaen Gerrittsz
Andries Teller
Pieter Winnen
Capt. Schuyler
Capt. Rensselaer
Capt. Volckert
Lieut. W. Teller
Cornet van Bael
Lieut. Clute

Capt. Salisbury, plaintiff, against Antony Les Pinard, defendant.

The plaintiff says that the defendant acts in bad faith, as shown by his letters exhibited in court, written to the papist, in which he informs him that he learned from a letter from Boston that peace has been concluded between the king of England and Holland and that the Dutch here are much afraid of the French in Canada, which are matters of serious consequence, from which nothing else can be expected but plots and treason.

The defendant admits that he wrote such a letter and that he did wrong, but says that he did it without any malice or evil intention.

The honorable court, considering the seriousness of the matter, adjudge and decide that the defendant shall give bail, first, for his good behavior, and secondly, that he will not send any letters [330] thither, or receive any from there, without notifying the officer; and thirdly, that he will at all times, when cited, appear before the court, in default whereof he will be taken into custody.

Jan Frees and Omy La Grand, after the preceding judgment had been read to them, offered themselves as sureties pursuant to the aforesaid sentence. *Actum ut supra*, at the session of the court, etc. And was signed: Johan Frees and Omy la Grand, with his mark.

Ordinary session, Thursday, January 9, 1672/73

Presentibus omnibus

Sturm van der Zee, appearing before the court, gives notice of an attachment placed by him on all the moneys of Champaigne in the hands of Herman Vedder and requests that the said attachment may be declared valid.

The honorable court: *fiat.*

Mr Slichtenhorst, plaintiff, against Jan Thysz, defendant.

The plaintiff says that some time ago he obtained from Mr Rensselaer a piece of land, which the defendant, Jan Thysz,

plowed up and sowed and that, notwithstanding the plaintiff told him not to do so again, the defendant has nevertheless not stopped doing so, but on the contrary has plowed and sowed it. He therefore protests against it and claims damages for the loss and damage and expenses already incurred or still to be suffered and requests to have [the use of] his land.

[331][1] The defendant shows an affidavit of Willem Nottingam and Gerrit Visbeeck, in which they declare that they were present, but that they did not hear the plaintiff forbid the same to the defendant.

The plaintiff, replying, says that he undertakes to prove by trustworthy witnesses that the defendant himself confessed that the churchyard[2] there was his land.

The defendant denies that he said so.

The question at issue between the parties is settled by mediators, it being agreed upon that the plaintiff shall have the use of the land that was seeded after the prohibition was issued and Jan Thysz shall be held to defray the cost of the fence, *cum expensis.*

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[1] Between pages 330 and 331 there is inserted a slip of paper marked in pencil 330a, which contains the following memorandum:

The burgher excise amounted in
Anno 1666 fl.2100
" 1667 2500
" 1668 2017
" 1669 2196
The slaughter excise
Anno 1666 fl.1493
" 1667 1269
" 1668 1165
" 1669 1216

On one barrel of beer is due fl.2:5
On one anker of brandy 3:–
On one anker of French wine 1:16
On one anker of Spanish wine or rum 3:–

[2] *Kerckhoff.*

Jan Cornelisz Vyselaer exhibits a protest because Mr Rensselaer has forbidden him to cut any more timber across the kill, south of the mill[1] belonging to them, Jan Gou and Luycas, and because the said Mr Rensselaer as mediator has proposed to him that henceforth the parties were not to do each other any harm by the cutting of logs, but that each of them was to stay on his side of the kill and that what was lying between the two kills would be enjoyed in common. Which proposition was presented by Jan Cornelisz and Luycas Pietersz, who have referred the matter to the honorable court, because they insist on their right to use the wood.

The honorable court, having duly considered the aforesaid case, adjudge that the wood is to be used in common and that whoever cuts any logs shall be obliged to haul them out of the woods within the space of half a year, under penalty of one rix dollar for every log that shall have been found to have been left in the woods, said fine to be applied to the benefit of the officer.

[332] Ordinary session, Thursday, February 6, 1672/73

Presentibus omnibus

demto

Jacob Schermerhorn

Cornelis Theunisz, plaintiff, against Dirck Aelbertsz Bratt, defendant.

The plaintiff demands reparation for his mare that through the defendant's fault broke her leg, showing sworn affidavits to that effect.

The defendant answers that it was not his fault and also shows sworn affidavits.

The honorable court, having heard the parties on both sides and duly considered everything, condemn the defendant to pay

[1] The mill on the Poesten kill, belonging to Jan Cornelisz Vyselaer, *alias* Gou, and Lucas Pietersz Coeymans. See *Early Records of Albany*, 2:68–69.

the plaintiff for the damage suffered [through the injury] to the horse the quantity of five whole, merchantable beavers, together with one half of the costs of the suit.

After deliberation it is decided and resolved that the secretary in answer to the letter of those of Schaenhechtede shall inform them that the taxes with the arrears of last year must this time be paid absolutely, within eight days, under penalty of execution, but if hereafter they can obtain other arrangements from the honorable general of New York, they are free to do so. Let all guard themselves against loss!

Jan Clute, appearing in court, requests a small lot behind [his house], extending toward the plain, near Ruth Arentsz, to erect a small building thereon for the storage of his grain.

The honorable court take the matter under advisement for further inspection.[1]

[333] Special Court of Oyer and Terminer held in Fort Albany February 14, 1672/73[2]

Capt. Salisbury, deputy governor	Major Staes
The Hon. J. v. Rensselaer	Capt. Schuyler
Mr Schermerhorn	Capt. Volckert Jansz
Mr Slichtenhorst	Lieut. Goossen Gerrittsz
Mr Jan Thomasz	Cornet van Bael
Mr Adriaen Gerrittsz	Lieut. Willem Teller
Mr Martten Gerrittsz	Lieut. Jan Clute
Mr Andries Teller	Ensign Jacob Sanders
Mr Pieter Winnen	Ensign Gerrit Theunisz

[1] A slip of paper, marked in pencil 332a, inserted between pages 332 and 333, but apparently of earlier date, contains the following memorandum: Theunis Slingerlant is granted [a lot on the] hill here in Albany, bounded on the south by Sergeant Parcker, on the north by Domine Schaets, on the west by the common road, and on the east by the lot of Herman Bastiaensz, being in width 29 feet and in length 4 rods.

[2] See *Minutes of the Executive Council of the Province of New York*, 1:155–57. Also the letter from Gov. Lovelace to Capt. Salisbury, Jan. 27, 1672/3, and the Commission of Oyer and Terminer, dated Jan. 28, 1672/3, in vol. 2, p. 756–59.

Mr Pritty, clerk
Ludovicus Cobes, secretary

Interpreters:
Gabriel Thomasz
Aernhout Cornelisz
Robbert Sandersz

Kaelkompte,[1] a northern Indian, from Narachtack castle, appearing in irons before the court, was asked whether he had any objection against any of the 12 jurymen standing before him?

Answered, that none of them had done him any harm.

Thereupon 12 jurors were sworn, as shown by the list, to do justice between the king and the prisoner.

As to the first point of the preliminary examination, as to conspiracy, etc., Kaelkompte answers that Keketamape asked him in the woods whether Stuart[2] had any goods? To which he replied that some time ago he had seen three blankets and some coats there. Also, that Keketamape, sitting with him near the fire in the woods, said to him: "I [334] shall kill Stuart." Whereupon Kaelkompte, saying that he did not quite understand, asked him: "What did you say? You wish to kill Stuart? If you kill him, you will kill yourself."

Nota Bene. Here followed the further circumstances of the case. From the proceedings and the further documents it appears that Keketamape confessed that he was guilty of the murder.

Dirck Wessels, Meyndert Hermansz, Johannes Wendel, Willem Nottingam and Jan Jacobsz declare under oath that some time ago, being with the prisoners, listening to their caviling, [they heard] Keketamape say to Kaelkompe: "You killed

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[1] In the *Minutes of the Executive Council*, 1:156, this name is written "Calcop" and "Kalcoep," while that of the other Indian is given as "Keketamp." A footnote states that "Calcop is, no doubt, a corruption of the Dutch Kaalkop, meaning bald-head." The use, however, in the Dutch records, of the form "Kaelkompte," shows that it was an Indian name.

[2] John Steward, a soldier belonging to the garrison at Albany.

Stuart and you say that I did it all." Kaelkompe replied to this: "You did too."

Kaelkompte acknowledges that he said it, but [declares] that it was longer ago than they say.

Indictment read to Keketamape and Kaelkompte

Keketamape admits that he had a hand in the murder and that he is guilty of having killed Stuart.

Kaelkompte admits that he consented by using these words: "There he is now. First kill him!" But he denies that he is guilty of the killing and says that he is not a bit afraid. He admits further, upon conviction by the interpreters, that he helped to kill Stuart by [the words of] his mouth.

[345] The jury, having carefully weighed and considered the case according to the evidence, informations and confessions, conclude and decide that Keketamape and Kaelkompte are guilty of the murder of the person of Mr Stuart.

Sentence

Therefore, their honors sitting as this Special Court of Oyer and Terminer, having duly taken into account and considered the proceedings and also the verdict of the twelve jurymen that according to the documents placed into their hands the said Kaelkompte and Keketamape are guilty of the murder of the aforesaid Jan Stuart, condemn them both, as they condemn them hereby in the name of his Royal Majesty of Great Britain, under the government of the Right Honorable Colonel Francis Lovelace, to be brought together to the place of execution to be hanged by the neck[1] until they are dead, dead, dead, and thereafter to hang in chains. Actum in Fort Albany, the 15th of February 1672/73.

By order of the honorable Court of Oyer and Terminer

Ludovicus Cobes, Secretary

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[1] *omme gestraft te wordden met de koorde;* literally, to be punished with the rope.

INDEX

Abbetsen, Salomon, widow Barbara, 259

Abeel, Stoffel Jansen, *see* Jansen, Stoffel

Abrahams (Abrahamsen, Abrahamssen), Melgert (Melchert), sues Thomassen, 187, 192; sued by Ryckman, 308

Abramsen (Abrahamsen), Willem sued by Bont (Buot), 202, 208; by Albertsen, 218; by Gouw, 240; by Cornelisen, 321

Ackerstaft, Barent Arentsen, *see* Arentsen, Barent

Adams, Catelyn, sued by Van der Heyden, 94

Adamsen, Pieter, sues Gysberts, 187, 189

Adriaensen, Ida, sued by Muller, 207

Adriaensen (Adriaentsen), Pieter, payments to, 303; mentioned, 15, 85, 263

sues van Ravestyn, 21, 22; Van Rensselaer, 138, 140; Otten, 204, 208, 209, 218, 220; Pieterssen, 252, 263; Tymensen, 294; Jansen, 299

sued by Carstensen, 17, 18; by Swart, 129; by Van Marcken, 138; by Teller, 240, 242; by Van Ganse-voort, 258, 260, 263; by Salisbury, 282; by Thymenssen, 286, 289; by Bout, 315

Aertsen, (Arentsen), Adriaen, sues Volckertsen, 145, 150, 153

Aertsen, Wouter, assaulted, 99, 105; sues Gerrittssen, 266

sued by Swart, 101, 105, 114, 115

Albany, citizens must have license to trade with Indians at Schenectady, 150

Albertsen (Aelberts), Albert, sued by Glen, 231

Albertsen (Aelberts), Andries, testimony, 262; gift of land invalid, 264; sued by Swart, 129, 163, 167

Albertsen (Aelberts, Bratt), Barent, money in the hands of, 166, 177; guardian of Albert Bradt's children, 172; attack on wife, 191; mentioned, 191; wife, sues Storm Albertsen, 200

sued by Lansing, 26, 32, 36, 38; by Swart, 93, 151, 182, 187, 190, 192, 195; by Kleyn, 114, 119; by Geertruyt Vosburch, 163

Albertsen, Dirck, sued by Teunissen, 325

Albertsen (Aelberts, van Steenwyck), Jan, estate of, 19

Albertsen (Bratt), Jan, sues Andriessen, 99; Abrahamsen, 218. *See also* Jan, the Noorman

Albertsen (van der Zee), Storm, appears in court, 161; money in hands of, 176; offers to give bail, 253; attachment on beavers, 313; gives notice of attachment, 323; mentioned, 191, 296

sues Jansen, 150, 152; Gerbertsen, 240, 242; Maison, 309

sued by Swartwout, 171; by Swart, 188, 191; by Susanna Dirricksen, 200; by Cornelissen, 250, 251; by Salisbury, 282

Albertsen (Aelbertsen) Wouter, mediator, 225

Alincx, Hendrick, assessment against, by court, 179

Andries, the smith, *see* Hansen, Andries

Andries, the Swede, *see* Hansen, Andries

Andriessen (Bratt), Albert, appears in court, 85, 166; to be reprimanded, 123; reprimanded, 126; to present accounts, 148; appears in court regarding marriage settlement, 175; money attached by, 176; attachment vacated, 177; sale of household effects, 177; resolution of

magistrates on marriage settlement, case dismissed, 178; case against Geertruyt Vosburch dismissed, 199; judgment against by Geertruyt Vosburch, 306; sues Geertruyt Vosburch, 136, 138, 141, 150, 152, 187, 190, 192, 193
sued by Labatie, 12; by Swart, 42, 98, 99, 101; by Jannetie Brouster, 93; by Jansen, 156; by Wyntie Cornelissen, 165; by Geertruyt Vosburch, 267

Andriessen, Jan, settlement of estate, 73; curators of estate, 103; accounts against estate, 103; mentioned, 12; sues Fredericksen, 145, 147
sued by Swart, 29

Andriessen, Luycas, yacht of, 194, 261
sued by Jacobssen, 192

Andriessen, Paulus, accounts, 142

Appel, Adriaen, Jansen, appears in court, 237; mediator, 291; to examine certain accounts, 294; mentioned, 140

Appel (Appels), Maria (Maritie), attorney for Piter Ryverdingh, sues Cobes, 86, 89
sued by Gerrittsen, 86, 88

Arentsen, Adriaen, *see* Aertsen, Adriaen

Arentsen (Ackerstaff), Barent, money attached, 16, 25; attachment of his money null and void, 58; beavers of, attached, 282
sued by Jansen, 17, 32; by Vedder, 123; by Teunissen, 138; by Van Gansevoort, 250

Arentsen, Ruth, accounts, 132; mentioned, 326; sued by Bogardus, 128

Arissen, Jacob, account due to, 285; sued by De Hinse, 224

Arissen, Joris, bought property, 219; sued by Bogardus, 133, 135

Augsburg Confession, *see* Lutherans

Backer, Capt., *see* Baker, Capt. John

Bagge, Bent (Benjamin Robberts), account due, 84; property in the hands of, 125, 134; land of, 207
sued by Jansen, 12; by Cornelisen, 42

Baker (Backer), Capt. John, assaults Patterson, 91; action on purchase of Powell's land, 106; property attached by, 230; to receive payment, 238; mentioned, 45, 294
sues Tyssen, 62, 64; Wesselsen, 119, 120, 123, 124, 136; Luycassen, 119, 120; Van Alen, 123, 124
sued by Wesselsen, 127, 129, 133; by Teunissen, 265

Bakers, ordinance on, 30, 31, 221, 281

Bamboes (Bambous), Harman Jacobsen, account due, 65, note on, 65

Bancker (Bancken), Gerrit, referee, 22; wife deducts from Lock's account, 91; wife appears in court, 92; ill-treated, 195, 199; mentioned, 189; sues Maerssen, 187
sued by Swart, 98; by Bogardus, 128, 132; by van Marcken, 12, 14, 156

Barbatsco, Juriaen, sentenced, 277; sued by Salisbury, 276

Barbers, shaving on Sunday, ordinance on, 281

Barent, the shoemaker, sues Flodder, 192

Barents, Geertruyt, sues Barentie Coenraets, 109; sued by Salisbury, 230

Barents, Ida, sues Volckie Pieters, 314; sued by Volckie Pieters, 305

Barentssen, Fob, beavers given up by, 259

Bastiaens, Hester, *see* Tiercks, Hester

Bastiaensen, Harmen (Herman), money due to, 253; mentioned, 158, 326
sues Baeffie Piters, 81; Van Vechten, 81; Gerbertsen, 81, 82; Cornelissen, 156, 157, 208; Jansen, 208; wife sues Kleyn, 79
sued by Cobes, 47; by De Hinse, 70, 76, 208, 209, 215; by Rutgers, 76; by Glen, 109, 165; by Hoffmeyer, 163, 166; by Van Bael, 277, 230.

Bastiaensen (van Gutsenhoven), Jan, note on, 72; Jeremias van Rensselaer living in house of, 110; accounts, 288, 307; mentioned, 25, 34, 55, 104, 130, 288, 307
Bayard, Monsieur, attorney for Heerman, sues Labatie, 307
Becker, Jan Juriaensen, attorney for Anthony Jansen, 35; gives notice of attachment, 56; attorney for Arent Jansen, 61; mediator, 84, 148, 291; appears in court, 98; letter of, 102; appointed notary public, 107; petition granted, 115; presents commission as notary, 143; opinion regarding tax on liquor, 249; to administer estate of Jan van Bremen, 297; mentioned, 46, 237
sues Helmsen, 53, 55, 57; Roode, 55, 57, 58, 227, 231, 240, 241, 313; Jansen, 98; Van Oort, 100, 102; Verway, 192; Cobes, 208, 210; Pouws, 208; Juffrouw Curler, 215, 216; Gerbertsen, 218, 224, 227, 228; Vermeulen, 231; Ryverdingh, 274; Verbeeck, 313; Anna Sweers, 319; attorney for Jansen, sues Van Schelluyne, 53; attorney for Jansen, sues Roode, 59; attorney for Romeyn, sues Glen, 302
sued by Swart, 107
Becker (Backers), Juffrouw Maria, sues Gouw, 214, 215; Van Vechten, 227
Beeckman, Willem, letter from, 90
Beer, ordinance relating to, 49 *see also* Liquors
Bensingh, Dirck, sues Maritie Damen, 208, 210, 214
Bethloo, Isaac, sues Flodder, 50
Bevelot, Nicolaes, letters from referred to, 134
Bever (Beever), Claes, authorized to find out about property of Boutsen, 65
sues Cornelissen, 57, 58; Gerbertsen, 57, 58, 65, 128, 131; Hansen, 128
sued by Van Alen, 25, 32; by Van Gansevoort, 32, 34; by Jansen, 202, 218, 231, 240, 241
Beverwyck, village of, mentioned, 176
Bierkaecker, Marten, *see* Hendricksen, Marten
Bleecker (Blycker), Jan Jansen, appears in court, 107
sues Hoogenboom, 57, 61; Withart, 81, 82
sued by Van Schelluyne, 26, 27; by Swart, 93, 98; by Bogardus, 128; by Salisbury, 208
Block house, at Schenectady, 177; repairs, 223
Blycker, Jan Jansen, *see* Bleecker, Jan Jansen
Boeckhoven, Claes, *see* Van Bockhoven, Claes
Bogardus, Cornelis, attachment of seawan for benefit of, 145; curators of estate sue Cornelissen, 42, 43
Bogardus, Pieter, sues Juriaen Jansen, 116, 117, 119, 122, 128, 132, 163, 165, 175, 230, 234, 244; Sandersen, 119, 128, 132; creditors of estate of Maritie Thomassen Mingael, 128, 131; Oothout, 128; Glen, 128, 132; Bancker, 128, 132; Ruth Arentsen, 128; Schermerhorn, 128, 132; Teunissen, 128; Visbeeck, 128; Wesselsen, 128, 132; Gerritsen, 128; Fredericksen, 128, 132; Kuyler, 128; Van Alen, 128, 132; Vedder, 128; Van den Uythof, 128; Stoffel Jansen, 128, 132; Provoost, 128; Pieters, 128; De Hinse, 128; Otten, 128; Van Dyck, 128, 132; Hendricksen, 128; Volckert Jansen, 128; Bleecker, 128; Van Vechten, 128, 133, 138, 140, 145, 150, 152; Arissen, 133, 135
sued by Jansen, 165
Bogart, Gysbert, mentioned, 20
Bont (Bout, Quackenbos), Pieter Pietersen, wife appears in court, 77; accounts, 96; mentioned, 23
sues Johanna Ebbinghs, 76, 77, 81, 83, 86, 88, 112; Abrahamsen, 202, 208
sued by Cobes, 127

Borsboom, Pieter Jacobsen, sued by Cobes, 11, 17; by Reyersen, 202; by Catelyn Noormans, 231
Bos, Cornelis Theunisen, *see* Van Westbroeck, Cornelis Theunissen
Bosie (Fransman), Pieter, attachment of money, 35
sues Teunissen, 32, 42; Van Vechten, 218
sued by Teunissen, 114; by Jansen, 145, 146; by Salisbury, 227
Bout, Willem Fredericksen, appears in court, 30, 198; presents petition, 170; requests privilege of the ferry, 203; granted post of beer carrier, 212, 218; property attached, 236; judgment against confirmed, 248; appeal from judgment allowed, 249; need not pay certain accounts, 307; mentioned, 183
sues Joosten, 192, 193; Juffrouw Van Curlers, 231; Adriaentsen, 315
sued by De Hinse, 70, 208, 209; by Glen, 182, 184; by Jacob de Hinse, 204; by Ryckie de Hinsse, 309
Bouts, Geertie, mentioned, 189, 198
Boutsen, Cors, mentioned, 65
Bradt, Eva, note on, 172
Bratt (Bradt), Albert Andriessen, see Andriessen, Albert
Bratt, Barent Albertsen, *see* Albertsen, Barent
Bratt, Dirck Aelbertsen, *see* Albertsen, Dirck
Bratt, Jan Aelbertsen, *see* Albertsen, Jan
Bread, price of, ordinances on, 30, 31, 221
Brewers, ordinance relating to, 49
Bricker, Jan, sues Gerrittssen, 266
Bries, Hendrick, name drawn for precentor, 62; overseer of cattle, mediator, 79; sued by Swart, 86
Bronck (Broncsen), Hilleken (Hilletie), land belonging to, 174; mentioned, 35; sues Geertruyt Vosburgh, 43, 66, 68, 71
Bronck, Jan, sued by Cornelissen, 163
Broun, Pieter, sues Gouw, 227, 229
Brouwer, Jacob de, *see* Gerritsen, Jacob, the brewer
Brouwer, Lysbeth, presents a petition, 47; appears in court, 54
Brouwer, Willem, mentioned, 47
Bruyn (Bruyns), Jan Hendricksen, mediator, 57; wife appointed to question Ida Adrientsen, 207; complaints of, 300; to appear before court, 304; petition presented by, 320; mentioned, 131, 209, 292
sues De Winter, 32, 33, 36, 37, 38; Vermeulen, 86, 93; Kalier, 227, 228; Sandersen, 230, 240, 243, 254, 264; Coenraets, 320
sued by Swart, 156, 161; by Pieter van Alen, Wessels and Laurens van Alen, 301

Canadasse, answer to proposition made by, 256
Canastagioene, *see* Niskayuna
Canoe Hoeck, 298
Carelsen, Hans, house uncared for, and taken from, 248
Carsten, the smith, *see* Fredericksen, Carsten
Carstensen, Hans, the Noorman, money attached, 96; house rent of, 102
Carstensen, Jan, accounts, 192; sues Adriaensen, 17, 18
Casks, ordinance on size of, 295
Cassiouw, wife of, 305
Cees Oom, *see* Van Vechten, Cornelis Teunissen
Cees Wip, *see* Van Voorhout, Cornelis Segersen
Champaigne, 323
Chimmeys, must be cleaned, 42, 115; ordinance on, 223, 281; order regarding building, 304
Christoffelsen, Davidt, sued by Van Rensselaer, 182, 183
Christoffelsen, Joris, sued by Swart, 129
Church, petition on repairs, 305
Claerbout, Pieter, mentioned, 74

Claes, Styntie, sued by Van Vechten, 151; by Salisbury, 274
Claes (Claesen), Tryntie, gives notice of attachment, 156
sues Meeusen, 128, 131; Flodder, 215, 218, 220; Claesen, 224, 231
Claesen, Gerrit, sues Teunissen, 218
sued by Glen, 138, 150; by Tryntie Claes, 224, 231
Claesen, Ryck, sues Marcelis, 86; Gerbertsen, 163
Claesen, Tierck, mentioned, 19
Claverack, land at, 298
Cleyn, Uldrick, *see* Kleyn, Uldrick
Cleyn de Goyer, *see* De Goyer, Cleyn
Clock, Claes, sued by Swart, 116
Clute (Cloet, Cluet), Jan, represents patentees of land claimed by Hillekie Bronck, 174; dispute with Maritie Daemen about land, 176, 264, 268; suit against Maritie Damen dismissed, 269; attachment on property in custody of, 282, 284; money in hands of, 316; appears in court, 326
sues Hermansen, 116, 117; Maritie Damen, 192; Janssen, 257; attorney for Vedder, sues Van Nes, 194
sued by Swart, 17, 20, 37, 42, 44, 50, 52, 116, 156; by Salisbury, 214; by Maritie Daemen, 296
Cobes, Ludovicus (Lowies), secretary of the court, 9; attorney for Mary Goossens, 11, 12; attorney for Cornelis Wynkop, 17; attorney for Hilletie Bronck, 35; to collect tax money, 272; mediator, 291; attachment on seawan, 313
sues Borsboom, 11, 17; Geertruyt Vosburch, 37, 47, 63, 70, 127, 130; Bastiensen, 47; Hoogenboom, 47; Otten, 47; Bont, 127; attorney for Hilletie Bronck, sues Geertruyt Vosburch, 42, 43, 71; attorney for De Vries, sues Pietersen, 64; attorney for Juriaen Teunissen, sues Gouw, 109, 110
sued by Vervelen, 12, 14; by Maria Appel, 86, 89; by Becker, 208, 210
Coenraets, Barentie, sued by Geertruyt Barents, 109
Coenraetsen, Hans, wife, sued by Geertruyt Barents, 109
Coenraetsen, Matthys, sued by Hansen, 151; by Bruyn, 320
Coeymans, Lucas, *see* Pietersen, Lucas
"Commissaryes," use of term, 8
Coneel (Conell, Conneel, Connel, Corneel), Jan, testifies, 53, 189; affidavit, 174; appears in court, 198; gives notice of attachment, 238; mentioned, 57, 197, 254
sued by Jansen, 37, 40; by Swart, 116, 123, 126, 151, 156, 160; by Salisbury, 318
Confiscation of goods, of those residing outside of allegiance in Holland, or in the colony, 318
Coninck, Steven Jansen, wife mentioned, 122
Coopers, order to, regarding casks, 270; request information on size of casks, 295; ordinance on size of casks made by, 295
Corneel (Cornell?), Jan, *see* Coneel, Jan
Cornelis, Mr, *see* Van Dyck, Dr Cornelis
Cornelis, Bastiaen, sued by Swart, 240
Cornelis, Broer, *see* Van Slyck, Cornelis Teunissen, from Breuckelen
Cornelis, Geertie, sued by Van Shelluyne, 26; by Juffrouw Luyda, 163
Cornelis, Wyntie (Weyn), misled Becker, 107; declaration of expenses, 299
sues Andriessen, 165; Dirckie Hermssen, 258; Tryntie Melgerts, 285, 291; Gerritsen, 291
Cornelissen, Arnout, *see* Viele, Arnout Cornelissen
Cornelissen, Auke, *see* Van Slyck, Auke (Jaques) Cornelissen
Cornelissen, Claes, guardian of his children, 134
Cornelissen, Cornelis, money due to, 219; sues Flodder, 215, 218, 219

Cornelissen, Evert, appointed beer carrier, 24; money attached, 26; dismissed as beer carrier, 218; beaten, 220; mentioned, 212
sued by Maria Dyckmans, 12; by Van Alen, 25, 26, 32, 36, 38; by Provoost, 100; by Swart, 151, 154, 156, 160; by Gerrittsen, 310
Cornelissen, Gysbert, deposition of, 20; presents petition, 201; mentioned, 66; sues Albertsen, 250, 251
sued by Salomons, 50, 51, 53; by Van Alen, 202; by Lucassen, 240
Cornelissen, Jan (Vyselaer), *see* Gouw, Jan
Cornelissen, Jaques, *see* Van Slyck, Auke (Jaques) Cornelissen
Cornelissen (Root), Jan, appears in court, 61; account due, 65; fight with Evert Cornelissen, 155; appraiser of property, 201; charges against, 242, 252, 262; bailsmen for, 253; property attached, 282, 313, 316
sues Gerbertsen, 145, 147, 156, 158, 163, 164, 185, 204, 208, 212, 250, 253; Juriaen Jansen, 156, 158; Bronck, 163; Gansevoort, 182; Volckert Jansen, 218, 231, 232; De Wever, 218; Dirckie Herms, 224
sued by Bever, 57, 58; by Bastiaensen, 156, 157, 208; by Gouw, 230, 233; by Salisbury, 250, 253, 262; by Van Gansevoort, 287; by Van Hoesen, 308; by Teunissen, 311
Cornelissen, Maes, to appear before court, 247; sued by Anne Ketelheyn, 50; by Sandersen, 240, 243
Cornelissen, Martin, mentioned, 43
Cornelissen, Pieter, sues Teunissen, 231
Cornelisen, Teunis, *see also* Spitsbergen, Teunis Cornelisen; Van der Poel, Teunis Cornelissen; Van Vechten, Teunis Cornelissen
Cortlant, Stephanus, referee, 266
Coster (Koster), Hendrick, sued by Swart, 37, 42, 44, 109, 114; by Capt. Salisbury, 314
Coster (Koster) Jan, *see* Van Aken, Jan Coster
Courcelles, Daniel de Remy de, mentioned, 186
Cregier (Gregier), Marten, assessment against, by court, 179
sues Wendel, 224, 225; Jansen, 224; Gerbertsen, 227, 229; Willemsen, 227; Geertruyt Vosburch, 293
Cregier, Marten, jr, patent for a lot, 249
Crosie, Hans, sued by Swart, 59
Cruyff, Eldert Gerbertsen, *see* Gerbertsen, Eldert
Curler, *see* Van Curler
Cuyler (Kuyler), Annetie, sued by Swart, 93, 98
Cuyler (Kuyler), Hendrick, deposition of, 269; sued by Swart, 86, 101, 104; by Bogardus, 128

Damen (Daemen), Maritie (Maria), payment of rent, 96; dispute with Jan Clute about land, 176, 264, 268; money in the hands of, 192, 234; to be notified of court order, 198; quarrel about, 199; suit against Jan Clute dismissed, 269; mentioned, 258
sues Clute, 296
sued by Fredericksen, 70, 71, 76, 77, 81; by Vedder, 187; by Clute, 192; by Maerssen, 192; by Bensingh, 208, 210, 214; by Rogiers, 240; by Gansevoort, 250
Dansser, Pieter de, *see* Roode, Pieter Pietersen
Daret (Dareth), Jan, account kept for, 147; widow, 224
Dareth (De Hinsse), Ryckie, sues Withart, 224; Bout, 309
Davidts, Thomas, mentioned, 178
Deckers, Margriet, claim against, 88
De Dansser, Pieter, *see* Roode, Pieter Pietersen
Defense measures, 204
De Goyer, Cleyn (Cleyntie), sues Van Vechten, 11; van Marcken, 11, 17; Cornelissen, 21; wife, sues Van Marcken, 19, 36, 38

De Goyer, Jan, stole from Jan Pap, 93; sued by Swart, 98, 101, 114, 115
De Graeff, Jan Andriessen, mentioned, 18
De Hinse (Hinsse), Jacob, nominates Jacob Joosten as precentor, 62; testifies, 78; retires as magistrate, 108, 113; mentioned, 21, 30, 62, 118
sues Bout, 70, 204, 208, 209; Bastiaensen, 70, 76, 204, 208, 209, 215; Arissen, 224
sued by Bogardus, 128
De Hinse, Ryckie, *see* Dareth, Ryckie
De Hooges, Anthony, money due to children of, 172
De Hulter, Johan, note on, 232
De Laet, Johannes, daughter of, note on, 232
De La Salle, Robertus Renatus, mentioned, 256, 257
De Lavall (Laval), Thomas, resolution passed by, 178; assessment against, by court, 179; decision regarding sale of liquor to Indians, 246; decision on Monsr. Witthart's case, 247; decision on repeal of ordinance on sale of brandy, 249; servant of, 276; opinion on granting privilege of tapping, 307; grants request of courts to sell casks to savages, 320; mentioned, 70, 124, 136, 152, 270, 271, 278, 318, 319
De Lorie, ————, sues Van Vechten, 218
De Roode, Pieter, *see* Roode, Pieter Pietersen
De Vlamingh, Pieter, *see* Winne, Pieter
De Vos, Andries, petition granted, 174; presents petition, 196
De Vries (Dirricksen), Adriaen Dircksen, appears in court, 60
sues Neefies, 58; Piters, 61, 62, 64, 70, 71
De Vries, Douwe, sued by Van Marcken, 151, 156
De Wandelaer, Johannes, sued by Van Schelluyne, 21, 23; by Jansen, 55, 57; by Swart, 59, 86, 93
De Wever, Jan, *see* Martensen, Jan
De Winter, Bastiaen, sues Thymenssen, 187, 202
sued by Reyndertsen, 26, 28; by Bruyn, 32, 33, 36, 37, 38
De Witt, Tierck Claesen, *see* Claesen, Tierck
Diedeloff (Diedelo), Claes, accounts of, 228; sues Gerbertsen, 178; sued by Swart, 180
Dingeman (Dinghams, Dingmans), Adam, to care for property interests, 239; judgment against Teller, 268; note on, 290; mentioned, 302
Dirck, the Swede, property in the hands of, 236
Dircksen, Adriaen, *see* De Vries, Adriaen Dircksen
Dircksen (Dirricksen), Jan, servant of Van Gansevoort, causes disturbance, 168
Dircksen, Jan, *see also* Van Bremen, Jan, Dircksen
Dircksen (Dirricsen, Dirricksen, Dirricxssen), Susanna, attack on, 191; sues Albertsen, 200; sued by Swart, 188
Dircksen (Dirricksen, Van Heemstraet), Taeckel, mentioned, 183; sued by Gerrittsen, 215, 217
Dircksen (Dirricksen, Dirricx, Dirricxsen), Teunis (Teunissen, Theunis), husband of Hester Fonda, 142; refuses to pay judgment, 317; mentioned, 13
sues Gerrittsen, 12, 13, 17, 20, 29; Jansen, 12, 13
sued by Gerritsen, 12, 13; by Glen, 138, 156, 163, 182; by Sharpe, 138; by Tryntie Staas, 156; by Provoost, 163
Donckes, Jannetie, widow of Thomas Powell, agreement with, 99
Douw, Volckert Jansen, referee, 68, 261; curator of estate, 73; ordered to appear in court, 140; mentioned, 192, 233
sues Martensen, 62; Dirckie Herms, 63, 76, 81, 86, 87, 88; Tyssen, 66, 67; Van Marcken, 81, 86, 93; Gerrittsen, 98, 100, 101;

Teunissen, 98, 100, 102; Bosie, 145, 146; Van Rensselaer, 156, 157, 167; Leendertsen, 230, 240
sued by Bogardus, 128; by Bastiaensen, 208; by Cornelissen, 218, 231, 232
Douwes, Hester, *see* Fonda, Hester
Dozens (Kerseys), 261
Dreper, Hans, sues Van Marcken, 17; Cornelissen, 202, 204
sued by Swart, 86; by Reformed Church, 293
Drepers, Maritie, sues Van Marcken, 18
Drinckvelt, Elizabeth, *see* Rinckhout, Lysbeth
Drinking, ordinance against, 97
Drisius, Elizabeth, wife of Rev. Samuel Drisius, 85; scow taken, 85; assessment against, by court, 179; sued by Van Alen, 93, 95
Dyckman, Johannes, complains against wife, 97; note on, 97
Dyckman (Dyckmans), Maria sues Cornelisen, 12; Mangelsen, 12

Ebbingh, Jeronimus, note on, 232
Ebbingh (Ebbinck, Ebbincsen, Ebbinghs), Johanna, money due to, 96; assessment against, by court, 179; writ served on, 200; appears before court, 272; to pay beavers, 276
sues Leendertsen, 76, 231, 240, 250, 253; Cornelissen, 76; Hansen, 76; Bont, 76, 77, 112; Gouw, 76, 77
sued by Maritie Quackenbosch, 77; by Bont, 81, 83, 86, 88; by Van Vechten, 231, 244
Eencluys, Hans Jansen, *see* Inckluis, Hans Jansen
Elderssen, Ysbrant, sued by Schaets, 182, 184
Emmetie, the bakeress, 251
Engel, Jacob, affidavit of, 158
Evert, the baker, *see* Lucassen, Evert
Everts, Anneken, sued by Sandersen, 206, 211
Everts, Elbertje, wife of Van Alen, note on, 120
Evertsen, Jan, testifies, 92; declaration of, 212
sued by Rinckhout, 81; by Lysbeth Rinckhout, 84
Evertsen, Tys, wife of, ill-treated, 51; wheat belonging to, attached, 279
sued by Swart, 50; by Van Gansevoort, 116, 118

Fabricius, Rev. Jacobus, Lutheran minister, cited, 66; statement before council, 176; permitted to answer Domine Schaets' letter, 233; mentioned, 243
Fences, patentees of Schenectady ordered to provide, 17
Fines, account of requested, 126; Gerrit Swart authorized to collect, 127
Flodder, Jacob Jansen, property attached, 215, 217; appears before court, 254; mentioned, 311
sues Gerbertsen, 250
sued by Van Alen, 25, 32, 35; by Jansen, 25, 26; by Nottingham, attorney for Bethloo, 50; by Glen, 53, 55, 163; by Van Neck, 76; by Gerbertsen, 163, 164, 250, 251; by Barent, the shoemaker, 192; by Gouw, 215, 218, 219; by Cornelissen, 215, 218, 219; by Claesen, 215, 218, 220; by Teunissen, 227, 230, 235; by Schermerhorn, 230, 236; by Sandersen, 258; by Pieterssen, 290; by Turck, 294
Fonda, Gillis Douwes, husband of Hester Fonda, 141
Fonda, Hester (Douwe), note on, 141; money in the hands of, 155; judgment against, 317
sues Inckluis, 202, 204; Symon, the baker, 204; Volckertsen, 202, 215, 216
sued by Thomassen, 21, 25, 36; by Pietersen, 302; by Varrevanger, 141
Fransman, Piter, *see* Bosie, Pieter

Fredericksen, Carsten (Cersten), beaten by Rutgers, 48, 51, 58
sues Maritie Damen, 70, 71, 76, 77, 81
sued by Swart, 42, 48, 50, 57; by Bogardus, 128, 132
Fredericksen, Meyndert, mentioned, 312
sued by Swart, 129, 188, 190; by Andriessen, 145, 147
Fredericksen, Willem, *see* Bout, Willem Fredericksen
Frees, Jan, offers himself as surety, 323
French, rumors concerning attack by, 255, 259

Gansevoort, Herman, *see* Van Gansevoort, Harmen Harmensen
Gardenier, Aeltje Jacobs, note on, 290
Gardenier, Jacob Jansen, *see* Flodder, Jacob Jansen
Gemackelyck, *see* Adriaensen, Pieter
Gerbertsen (Cruyff, Gerbertssen), Eldert, claim against, 34; money due from, 40; to exchange accounts, 61; mediator, 63, 87; property in the hands of, 85; complains about judgments, 121; statement by, 162; requests payment of account, 168; assault on, 181; ordered to pay for wheat, 236; wife, 286; note on, 296; mentioned, 24, 157, 254, 289
sues Van Alen, 70 73; Martensen, 70, 73, 230; Dirckie Herms, 81, 83; Hansen, 81, 83; Gerrittsen, 127; Cornelissen, 127, 130; Flodder, 163, 164, 250, 251; Meeusen, 230; Janssen, 240, 250, 252; Van Gansevoort, 250, 251
sued by Sickels, 37, 145; by Bever, 57, 58, 128, 131; by Van Schelluyne, 63, 65; by Bastiaensen, 81, 82; by Hendricksen, 81, 83; by Alida Schaets, 114, 116, 119, 120, 132, 143, 145, 146; by Van Alen, 119, 121, 123, 127, 129; by Swart, 129, 132, 204; by Leendertsen, 138, 139, 218; by Labatie, 138, 139; by Cornelissen, 145, 147, 156, 158, 163, 164, 185, 204, 208, 212, 250, 253; by wife of Sickels, 147; by Claesen, 163; by Diedeloff, 178; by Salisbury, 205, 208, 210, 250, 253, 262; by Becker, 218, 224, 227, 228; by Jansen, 224, 227, 229; by Cregier, 227, 229; by Albertsen, 240, 242; by Flodder, 250; by Van Marcken, attorney for Labatie, 139
Gerrits, Geertruyt, sued by Ryckman, 297
Gerritsen (Gerritts, Gerrittssen), Adriaen, appointed magistrate, 180, 317; to supervise setting of posts, 238; nominated magistrate, 316
Gerritsen, Barent, killed, 141
Gerritsen, Cobus, property in the hands of, 210, 214
Gerritsen (Gerrittsen, Gerrittssen), Goosen (Goossen), summoned, 92; attachment in the hands of, 98; appointed magistrate, 180, 186; payment held back by, 216; gives seawan to provide arms and ammunition, 260; tax moneys in hands of, 272; money for catching wolves paid by, 277; inspection of work on fence of Lutheran church, 311; retiring magistrate, 316, 317
sues De Wever, 213; Dircksen, 215, 217; Jansen, 310; Cornelisen, 310
Gerritsen, Hendrick, sued by Swart, 12
Gerritsen, Jacob, the brewer, sealer of weights and measures, 31; scow attached, 60; appointed inspector and gager, 295
Gerritsen, Jan *see* Van Marcken, Jan Gerritsen
Gerritsen, Luycas, sued by Van Schelluyne, 21
Gerritsen, Marten, associate member of court, 60; nominates Joosten as precentor, 62; to receive wheat, 96; retiring magistrate, 180; appointed magistrate, 273, 279; order to regarding stallions, 292; mentioned, 207; sues Rinckhout, 182

Gerritsen (Gerrittsen, Gerrittssen), Wynant, appears in court, 16, 35, 46, 52, 54, 56, 60, 91; property in hands of, 25, 47, 68, 72, 80; wife appears in court, 61; dispute about sawmill, 70; complains of Aertsen, 105; dissolution of partnership with Geertruyt Vosburch, 148; paid for half of the mill, 155; presents petition, 171; assaulted, 210; property in hands of attached, 259, 279, 288; payments by, 299
sues Dircksen, 12, 13; Wessels, 26; Van Vechten, 61; Maria Appel, 86, 88; Geertruyt Vosburch, 227, 228, 230, 240, 244; Provoost, 227; Swart, 227
sued by Dircksen, 12, 13, 17, 20, 29; by Wesselsen, 32, 33, 41; by Swart, 99, 101, 105, 114, 115; by Bogardus, 128; by Geertruyt Vosburch, 248, 267; by Bricker, 266; by Aertssen, 266; by Janssen, 291; by Cornelissen, 291

Gillis, Douwe, son of Hester Fonda, 141

Gillis, Geertien, daughter of Hester Fonda, 141

Glen, Jacob Sandersen, court messenger, 12, 16; appears in court, 25, 80; gives notice of attachment, 96; property in the hands of, 203; requests piece of lot, 203; judgment in favor of, 248; land granted to, 269; salary, 290; mentioned, 236, 239
sues Geertruyt Vosburch, 21, 32, 34, 70, 72, 288; Martensen, 53; Flodder, 53, 55, 163, 258; Hoogenboom, 98, 100, 104; Baefie Piters, 100, 109, 111; Thomasen, 109; Bastiaensen, 109, 165; Van Vechten, 127, 130; Dircksen, 138, 156, 163, 182; Claesen, 138, 150; Van Slingerlant, 150, 156, 163, 215, 224, 225; Helmsen, 150, 156; Pitersen, 150; Vermeulen, 156, 163, 231; Philipsen, 156, 159; Bout, 182, 184; Hesselingh, 227, 231, 240; Van Marcken, 227; Lysbeth Rinckhout, 227, 231, 240, 241; Aelberts, 231
sued by Bogardus, 128, 132

Glen, Sander Leendertsen (Leenderts, Leendertssen), signs petition, 44; grants property, 54; has money attached, 168; land of, 207; request to trade at Schenectady refused, 267; appointed magistrate, 319; mentioned, 15
sues Gerbertsen, 138, 139, 218; Ryckman, 286, 289; Ketelheyn, 288
sued by Gyselingh, 12, 17; by Johanna Ebbinghs, 76, 231, 240, 250, 253; by Van Marcken, 138; by Jansen, 230, 240; by Becker, 302

Goossens, Aert, mentioned, 252, 263; sued by Maertens, 227

Goossens, Mary, mentioned, 122; sues Van den Bergh, 11, 12

Gouw (Gou, Vyselaer), Jan Cornelissen, petition for land, 170, 268, 315; gives notice of attachment, 215; protests because forbidden to cut timber, 325; mentioned, 296
sues Van Rensselaer, 150, 151, 192; Teunissen, 192, 193; Flodder, 215, 218, 219; Cornelissen, 230, 233; Abrams, 240; Van Vechten, 240
sued by Johanna Ebbinghs, 76, 77; by Van Rensselaer, 109, 110; by Cobes, attorney for Teunissen, 109, 110; by Juffrouw Backers, 214, 215; by Broun, 227, 229; by Povey, 240, 243

Goyer, Cleyn de, *see* De Goyer, Cleyn

Goyer, Jan de, *see* De Goyer, Jan

Graeven, Claes, sued by Thomassen, 133

Grevenraedt, Elizabeth, *see* Drisius, Elizabeth

Groenewout, Juriaen Jansen, property in the hands of, 114; conversation with Arissen, 135; butcher, 243; mentioned, 52, 153
sues Bogardus, 165
sued by Bogardus, 116, 117, 119, 122, 128, 132, 163, 165, 175, 230, 234, 244; by Cornelissen, 156, 158; by Clute, 257

Gysberts, Gerrit, sued by Adamsen, 187, 189
Gyselingh, Elias, sues Leendertsen, 12, 17

Hans, the Noorman, see Carstensen, Hans
Hansen, Mr, assessment against daughter of, 179
Hansen, Andries, the Swede, judgment agannst 121; presents petition, 201; mentioned, 68, 71
sues Coenraets, 151
sued by Johanna Ebbinghs, 76; by Gerbertsen, 81, 83; by Bever, 128; by Van Alen, 202, 205
Hardenbroeck, Margriet, payments by, 96
Harmensen, Myndert, *see* Van den Bogaert, Myndert Harmensen
Heerman, Augustyn, sues Labatie, 307
Helms, Dirckie, sued by Wessels, 55
Helmsen (Helmensen), Jan, sued by Swart, 37, 48, 50, 51, 188, 192; by Becker, 53, 55, 57; by Van Rensselaer, 119; by Teunissen, 127; by Vedder, 138; by Glen, 150, 156
Hendricksen, Geurt (Gerrit), accounts, 132; appraiser of property, 201
sued by Hoffman, 17, 19; by Bogardus, 128
Hendricksen, Hans, mentioned, 312
Hendricksen, Jan, *see* Van Bael, Jan
Hendricksen, Marten, canoe taken, 190
Hendricksen, Philip, the brewer, mentioned, 288
Hendricksen, Pieter, sues Gerbertsen, 81, 83; Van Gansevoort, 202
Hermansen, Meyndert, testimony, 327
Herms, Dirckie, appointed to question Ida Adriaentsen, 207
sues Pietersen, 224, 225
sued by Wessels, 55; by Jansen, 63, 76, 81, 86, 87, 88; by Thomasen, 63, 86, 87; by Gerbertsen, 81, 83; by Rutgers, 89; by Cornelissen, 224, 258; by Salisbury, 259
Hesselingh, Dirck, mentioned, 244
sued by Swart, 93, 101, 109, 111, 116, 151, 156, 160, 182; by Glen, 227, 231, 240; by Teunissen, 284
Hevinck (Heven), Jacob, sues Geertruyt Vosburch, 98; Barentie, wife of Hans Backer, 109
sued by Swart, 93, 95
Hoffman, Marten, sues Hendricksen, 17, 19; Pieters, 230, 234
Hoffmeyer, Willem, sues Bastiaensen, 163, 166
Hondecoutre, Daniel (David), assessment against, by court, 179; referee, 266
Hoogenboom, Meeuwes (Meus, or Bartholomeus), sues Van Vechten, 59; Teunissen, 59, 61
sued by Cobes, 47; by Bleecker, 57, 61; by Glen, 98, 100, 104; by Theunissen, 187, 202
Horses, breeding of, 292
Houses, ordinance on building, 281
Hues, Willem Martensen, *see* Martensen, Willem
Huyberts, Adriaen, sued by Swart, 22

Inckluis (Eencluys), Hans Jansen, bargain with Rinckhout, 154; accounts, 161
sues Rinckhout, 133, 163; Lysbeth Rinckhouts, 166
sued by Loockermans, 123, 125, 128, 133, 134; by Hester Fonda, 202 204
Indians, trade with in Schenectady 75, 148–50, 162, 172; sale of liquor to, ordinance on, 237, 245, 246, 281; penalty for, 246; petition for annulment of ordinance, 247; ordinance on sale of liquor repealed, 249; relations with, ordinance on, 280; colonists forbidden to lodge savages, 280, 303; proposed building of sheds for, 306; ordinance on giving credit to, 318
Innkeepers, *see* Tavernkeepers

Jacobsen, Claes, gives account of appraisal, 205–6; sued by Jansen, 204
Jacobsen, Jacob, sued by Swart, 22
Jacobsen, Jan, attack on, 28; testimony, 327; sued by Swart, 17, 26, 63, 64
Jacobsen (Jacobssen), Pieter, sues Andriessen, 192; Joosten, 192
sued by Van Bael, 192, 194, 261
Jacobsen, Teunis (Theunis), note on, 74; mentioned, 24; sued by Provoost, 100
Jan, the Noorman, appears in court, 203; *see also* Albertsen (Bratt), Jan
Jan, Jonge, referee, 99
Jan the Weaver, *see* Martensen, Jan
Jannetie de brouwster, sues Andriessen, 93; Vermeulen, 98
Jannyn, Jaques, sued by Salisbury, 274
Jans (Jansen) Anna, sued by Swart, 151, 155
Jans (Jansen), Mary, sues Tyssen, 12
Jans, Rebecca, petition presented, 297
Jans (Jansen), Styntie, sued by Schermerhoorn, 133, 134; by Roosenboom, 227, 228
Jans, Susanna, beaten by Anna Jansen, 155; sued by Swart, 151
Jans, Tryntje, note on, 286
Jansen, Adriaen, *see* Van Ilpendam, Adriaen Jansen
Jansen, Albert, *see* Ryckman, Albert Jansen
Jansen, Anthony, attorney for, 35; assignment of note, 59; wife mentioned, 241
sues Van Schelluyne, 53; Roode, 59; Juffrouw Curler, 216; wife, sues Flodder, 25, 26; Martensen, 25, 26; Van Schelluyne, 25, 27; Dansser, 25
Jansen, Arent, rent for his cellar, 61
Jansen (Janssen), Barent, money in the hands of, 192; testimony, 241; mentioned, 292
sues Bagge, 12
sued by Swart, 42, 50, 187, 192
Jansen, Claes, sued by Swart, 12
Jansen, Dirck, commits crime, 90
Jansen, Evert, sues De Wandelaer, 55, 57
sued by Swart, 86; by Salisbury, 214
Jansen, Frans, *see* Pruyn, Frans Jansen
Jansen, Gerrit, *see* Stavast, Gerrit
Jansen, Goosen, sued by Becker, 98
Jansen, Hans, *see* Inckluis, Hans Jansen
Jansen, Herman, sues Lambertsen, 240
Jansen (Janssen), Huybert, attachment of money, 34; to help Swart, 85; appears before court, 285; sued by Van Gansevoort, 36, 40
Jansen, Jacob, *see* Flodder, Jacob Jansen; Van Noortstrant, Jacob Jansen
Jansen, Jan, letter signed by, 69
Jansen, Juriaen, *see* Groenewout, Juriaen Jansen; Van Hoesen, Juriaen Jansen
Jansen (Janssen), Marcelis, wife appears in court, 16; money attached, 94; to be paid for wheat, 236
sues Arentsen, 17, 32; Coneel, 37, 40; Pietersen, 150, 156, 159, 182, 185; Bever, 202, 218, 231, 240, 241; Gerbertsen, 224, 227, 229
sued by Oethout, 93; by Gerbertsen, 240, 250, 252
Jansen, Matthys, charged with theft, 319
Jansen (Janssen), Paulus (Paulyn), petition for land, 169; mentioned, 162, 279
sues Andriessen, 156; Tryntie Melgerts, 285, 287, 291; Gerrittssen, 291; Juffrouw Van Curlers, 310; Verbeeck, 313
sued by Albertsen, 150, 152; by Gerbertsen, 310
Jansen, Pieter, charged with theft, 319; mentioned, 318; sued by Anna Ketelhuyn, 42, 50, 53
Jansen (Janssen), Roeloff, sued by Volckie van Hoesens, 12; by Vedder, 127; by Teunissen, 151, 153, 299; by Van Valkenbergh, 218; by

Cregier, 224; by Salisbury, 224; by Povey, 240, 250; by Adriaentsen, 299
Jansen, Steven, mentioned, 312; sued by Salisbury, 227, 230
Jansen, Stoffel, referee, 224; sued by Bogardus, 128, 132
Jansen, Symon, *see* Romeyn, Symon Jansen
Jansen, Volckert, *see* Douw, Volckert Jansen
Jeronimus, Geertruyt, appears in court, 237; sues Tryntje Melgers, 32, 36, 39
Jesuit, the, letter from, 28; to appear before court, 186; letter to, 256
Jeurians, Eva, *see* Rinckhout, Eva Jeurians
Jochum, the baker, *see* Wesselsen, Jochem
Jochums, Tryn, mentioned, 288
Joosten, Jacob, nominated by Gerrittsen, 62; by Jacob de Hinse, 62
Joosten, Jan, yacht of, 194, 261; sued by Jacobssen, 192; by Bout, 192, 193
Jurcksen, Paulus, sued by Van Rensselaer, 123, 125
Juriaen, the glazier, *see* Tappen, Juriaen Theunissen
Juriaensen, Hans, deed of land to, 298
Juriaensen, Jan, *see* Becker, Jan Juriaensen

Kaelkompte, a northern Indian, trial, 327; sentenced, 328
Kalier, Juriaen Jochumsen, property attached, 212; mentioned, 302
sued by Geertruyt Vosburch, 128; by Bruyn, 227, 228
Keesoom, Cornelis, *see* Van Vechten, Cornelis Theunissen
Kekatamape, an Indian, guilty of murder, 327; sentenced, 328
Kern, Jacob, appears in court, 321; sued by Salisbury, 318
Kerseys, 261
Ketelhuyn (Kelelheym, Ketelheyn, Ketelhuysen), Anne, sues Jansen, 42, 50, 53; Teerbosch, 47; Maes van Schaenhechtede, 50
sued by Kleyn, 114, 116; by Salisbury, 205, 208, 211, 218, 220, 250, 253
Ketelhuyn (Ketel, Ketelheym), Jochum (Jocchum), money attached, 155
sued by Salisbury, 250, 253; by Glen, 288
Kikebel, *see* Kyckebul, Thomas Davis
Kinderhook, patentees of land, present petition, 108
Kingh, ————, testifies, 53
Kingston, local court, established, 7
Kip, Jacob, goods delivered to, 92
Kleyn, Uldrick, note on, 79; wife appears in court, 79
sues Aelberts, 114, 119; Anneke Ketelheyn, 114, 116
sued by Hester Tiercks, 79
Koenen, Ceesie, mentioned, 23
Koningh, Steven Jansen, *see* Jansen, Steven
Koster, Hendrick, *see* Coster, Hendrick
Kuyler, *see* Cuyler
Kuyper, Jan de, sued by Swart, 12, 26
Kyckebul, Thomas Davis, mentioned, 287

Labatie (Labate), Jan, sues Andriesen, 12; Gerbertsen, 138, 139
sued by Rutgers, 187, 192; by Bayard, 307
La Grand, Omy, offers himself as surety, 323; sued by Swart, 26, 28, 86
Lambertsen, Gerrit, sued by Janssen, 240
Lambertsen, Hendrick, sued by Van Marcken, 215
Land, purchase from Indians, consent of magistrates necessary, 175
Lansing (Lansinger), Gerrit, appears in court, 198; sues Aelberts, 26, 32, 36, 38
Lansing (Lansingh), Henrick, sued by Swart, 59, 61
La Rose, Johan de, information given by, 255

Laurens, Jan, assessment against, by court, 179
Leendertsen, Sander, *see* Gylen, Sander Leendertsen
L'Espinard (le Pinard, Lepinard, Les Pinard), Anthony (Antony), granted permission to bake, 171; appears before court, 309; sued by Salisbury, 323
Levy, Asser, assessment against, by court, 179; attorney for, 236
Liquor, selling, ordinance on, 69; sale to Indians, ordinance on, 237, 245, 246, 281; penalty for, 246; petition for annulment of ordinance, 247; ordinance repealed, 249; tax on, 249, 319, 324
Lock (Locq), Claes, offers himself as surety, 236
sues Van Rensselaer, 215, 216; Thomassen, 218, 224, 225
sued by Smidt, 91; by Sickels, 123, 125
Loockermans (Loockemans), Jacob, sued by Swart, 50, 51, 116
Loockermans, Pieter, junior, sues Volckertsen, 26, 36, 39
Loockermans (Lookermans), Pieter, sr, mentioned, 140
sues Inckluis, 123, 125, 128, 133, 134
sued by Salisbury, 282, 316
Loosderick, ————, mentioned, 315
Lots, inclosed with board fences, ordinance on, 281
Lovelace, Capt. Dudley, decision regarding sale of liquor to Indians, 246; decision on repeal of ordinance on sale of brandy, 249; mentioned, 136
Lovelace, Governor Francis, order regarding the court, 7; grants commission to Van Schelluyne, 43; chooses magistrates, 113; confirms separation order between Andriesen and his wife, 136; appointment by, 186; funds sought from, 226; mentioned, 292, 326
Lucassen (Luycassen), Evert, sues Cornelis, 240
sued by Baker, 119, 120
Lutheran doctrine and the magister, slanderous statements about, 254
Lutherans, present petition, 144, 233, 320; request to ring bell for announcing services refused, 211; to pay costs in dispute regarding Domine Schaets, 293; disagreement with members of court, 312
Luycassen, Jan, sued by Swart, 101, by Van Marcken, 101

Mackelyck, Pieter Adriaentsen, *see* Adriaensen, Pieter
Maerssen (Maersen), Bastiaen, money attached, 192
sues Maritie Damen, 192; Van Nes, 194
sued by Bancken, 187; by Swart, 188, 192, 195, 199, 224, 227, 241; by Salisbury, 199
Maerssen (Maersen), Hendrick, sues Van den Berch, 250
sued by Vedder, 227, 230, 234
Maessen, Cornelis, *see* Van Buren, Cornelis Maessen
Magistrates, demand voluntary contributions for salaries, 41; appointment, 180, 186, 273, 278, 316, 317; of Schenectady, appointment, 319
Maison, Nicolaes, sued by Albertsen, 309
Mangelsen (Mangelssen), Jan, affidavit of, 293
sued by Maria Dyckmans, 12
Maquas, *see* Mohawks
Marcelis, Hendrick, sued by Claesen, 86
Martens, Dirckie, sued by Volckie Visbeeck, 156
Martensen, Jacob, authorized to serve summons and notices, 239
Martensen (de Wever, Martenssen), Jan, judgment against, 121; supervisory powers granted, 126; mentioned, 292, 302
sued by Ursel Jansen, 25, 26; by Annetie Vedder, 48; by Glen, 53; by Volckert Jansen, 62; by Vedder, 123; by Schuyler, 150, 231; by Rutgers, 187, 202; by Gerrittsen, 213; by Cornelissen, 218

Martensen (Maertensen, Maertenssen), Paulus, affidavit of, 164; property attached, 238
sues Goosens, 227
sued by Van Rensselaer, 32; by Swart, 182, 188, 192, 204, 205
Martensen, Willem, note on, 121
sued by Gerbertsen, 70, 73, 230; by Van Alen, 70, 119, 123, 127
Maverick (Mauericx), ———, action on purchase of Powell's land, 106
Mayer, Dirck Dirckssen, daughter Susanna, 191
Meessen (Meeusen, Meeussen), Hendrick Vrooman, money in hands of, 36; selectman, supervisory powers granted, 126; property attached, 157
sues Janssen, 240; Pruyn, 250
sued by Tryntie Claesen, 128, 131; by Gerbertsen, 230; by Ryckman, 296
Meessen (Meeusen, Meeussen), Pieter, new magistrate, 108, 113; retiring magistrate, 273, 278
Melgers (Melgerts), Tryntie (Tryn, Tryntje), appears in court, 69; may enlarge her lot, 122
sues Van Vechten, 62, 64
sued by Geertruy Jeronimus, 32, 36, 39; by Van Rotterdam, 284; by Wyntie Cornelis, 285, 291; by Janssen, 285, 287, 291
Meyers, Juffrouw, assessment against, 179; appears before court, 272; sues Teunissen, 182
Meyndertsen, Barent, sues Teunissen, 52
Mingael, Maritie Thomassen, account against estate of, 117, 153, 165
Moer (Moor), Willem Martensen, *see* Martensen, Willem
Mohawks (Maquas), message to, 144; extraordinary session regarding, 177; land, 186; proposition made to Canadian chief of, 255; Mr Van Slichtenhorst sent to, 259
Muller, Cornelis Stevensen, sues Ida Adriaentsen, 207
sued by Salisbury, 274

Nack, Jan, sued by Teunissen, 66, 67
Neefies, Willem, sued by De Vries, 58
Neps, Jan, *see* Van Eps, Jan
Nicolls, Governor Richard, mentioned, 151, 171, 248, 267, 297, 298
Niskayuna (Canastagioene), dispute about land at, 176
Noormans, Catelyn, sues Borsboom, 231
Nottingham (Nottingam, Nottinham), Willem, to give bail, 191; property in the hands of, 236; beavers stolen from, 269; affidavit of, 324; testimony, 327; attorney for Bethloo, sues Flodder, 50
sued by Teunissen, 12, 17, 21, 22, 29; by Swart, 86, 93, 95, 98, 123; by Van Ravenstyn, 174, 187, 189, 197

Oom, Cees, *see* Van Vechten, Cornelis Teunissen
Oom, Pieter, mentioned, 167
Oothout (Oethouts), Hendrickie, appears in court, 94
Oothout (Oethout), Jan, presents petition for ferry, 221; sues Jansen, 93; Van Vechten, 123
sued by Bogardus, 128
Orchard (Ortiers), Robert, appears in court, 99; requests an order on his petition, 106
Ordinances, renewed, 69; on chimneys, 223, 281; on sale of liquor to Indians, 237, 245, 246, 281; petition for annullment, 247; repealed, 249; on catching wolves, 276; on relations with Indians, 280; heretofore issued, renewed and amplified, list, 280–81; on building houses, 281; regarding bakers, 281; regarding tapsters, 281; shaving on Sunday, 281; on size of casks made by coopers, 295; regarding weights and measures, 300; on giving credit to the Indians, 318
Ortiers, Robert, *see* Orchard, Robert
Otten, Helmer, notified regarding marriage ceremony, 69; beaver in

hands of attached, 322; mentioned, 23; sues Withart, 265, 270, 273, 275
sued by Cobes, 47; by Swart, 93, 98, 101, 104, 109, 111; by Bogardus, 128; by Adriaensen, 204, 208, 209, 218, 220; by Salisbury, 205
Ouderkerck, Jan Jansen, sued by Swart, 119

Pap, Jan, *see* Pax, Jan
Papscanee Island, 112, 157
Parker (Parcker) Sergeant (or Captain) William, may enlarge lot, 69; lot adjoining, 85; requests account of fines, 126; to assist Swart in collecting fines, 127; to assist officer in enforcing ordinances, 163; permission to sell liquor to Indians, 246; fines Wesselsen, 312; mentioned, 287, 326
Pass, traveling without, forbidden, 223
Paterson, William, assaulted by Baker, 91
Paulus, Thomas, *see* Powell, Thomas
Pax, John, robbed, 93, 115; stole from savages, 93
Peeck, Maritie, sued by Van Vechten, 151
Pels, Evert, claim against, 134; mentioned, 134
Philipsen, Leendert, sued by Van Alen, 70, 76; by Swart, 156; by Glen, 156, 159; by Salisbury, 282; wife, sued by Van Alen, 74, 78
Philipsen, Margriet, property in the hands of, 200; claim against, 276
Pieter, the Frenchman, *see* Bosie, Pieter
Pieters (Piters), Baefje (Baeffie, Baefie), appears in court, 79
sued by Bastiaensen, 81, 84; by Glen, 100, 109, 111; by Thymonssen, 240
Pieters, Geertruyt, *see* Vosburch, Geertruyt
Pieters, Volckie, sues Ida Barents, 305
sued by Ida Barents, 314
Pietersen (Piters), Barent, canoe of taken, 95; mentioned, 317
sues Hester Fonda, 302
sued by Swart, 93
Pietersen (Piters), Bastiaen, helps Maquas, 94
sued by Swart, 102; by Van Marcken, 102
Pietersen (Pieters), Carsten, testimony, 262
sued by Bogardus, 128
Pietersen, Christiaen, sued by Hoffman, 230, 234
Pietersen, Frans, property in the hands of, 158
Pietersen (Pitersen), Gillis, appraiser of property, 202; gives account of appraisal, 205; mentioned, 13
sued by Jansen, 204
Pietersen (Piterssen, Pitersen), Luycas (Lucas), mentioned, 325
sues Flodder, 290
sued by Glen, 150; by Jansen, 150, 156, 159, 182, 185; by Adriaenssen, 263
Pietersen (Pitersen), Meeuwes (Mees), sues Van Vechten, 59
sued by Van Marcken, 12, 14; by Dirckie Herms, 224, 225
Pietersen, Philip, *see* Schuyler, Philip Pietersen
Pietersen (Pitersen), Rhynier (Rhyndert, Ryntie), mentioned, 45
sued by Swart, 12, 15, 20
Pietersen, Willem, *see* Van Slyck, Willem Pietersen
Pinard, Anthony le, *see* l'Espinard, Anthony
Pinchon, Captain, letter from, 237
Poentie, Jonge, *see* Van Vechten, Theunis Cornelissen
Pouws, Jan, sued by Becker, 208
Povey, Jan, butcher, 243; sues Gouw, 240, 243; Jansen, 240, 250
Powell (Paulus), Thomas, widow of, agreement with, 99; land of, 100, 106
Prauwen Hoeck, 298

Pretty (Pritty), Richard, attorney for Willem Nottingham, 22; testifies, 189, 198; mentioned, 30, 197, 234, 269, 321
sues Winnen, 224, 227, 229, 230, 240
sued by Teunissen, 230, 235
Provoost, Johannes, appears in court, 24, 49, 73; curator of estate of Jan Reyersen, 73; mentioned, 252
sues Van Rensselaer, 100; Aeltie Van Bremen, 100, 103; Jacobsen, 100; Cornelissen, 100; Dircksen, 163; curator of estate of Jan Andriessen, sues Van Rensselaer, 103
sued by Bogardus, 128; by Gerrittsen, 227
Pruyn, Frans Janssen, sued by Meeussen, 240, 250; by Sandersen, 240, 243

Quackenbosch, Maritie, sues Johanna Ebbinghs, 77
Quackenbos (Quackenbosch), Pieter, *see* Bont, Pieter Pitersen

Ramaker, Wouter, *see* Aertsen, Wouter
Rees, Gerrit, *see* Van Rees, Gerrit
Reformed church, consistory of, sues Wessels, 293; Dreper, 293
Rensselaerswyck, jurisdiction of court over, 7
Reyersen (Reyers), Gerrit, property in the hands of, 114
sues Borsboom, 202
Reyersen, Jan, curators of estate, 73; land of, 297; mentioned, 60
Reyndertsen (Rhyndersen), Barent, sues De Winter, 26, 28
Rinckhout, Daniel, mentioned, 34
Rinckhout, Elizabeth (Lysbeth), Drinckvelt, second wife of Jan Rinckhout, 56
sues Evertsen, 84
sued by Inckluis, 166; by Swart, 188; by Glen, 227, 231, 240, 241
Rinckhout, Eva Jeurians, first wife of Jan Rinckhout, 56
Rinckhout, Jan, summoned to appear in court, 37; appears in court, 56; agreement with guardians, 58; mentioned, 84
sues Coster, 66, 68; Evertsen, 81; guardians of children sue de Winter, 28, 33, 37
sued by Vedder, 127; by Jansen, 133; by Van Marcken, 138, 151, 154, 156, 161; by Inckluis, 163; by Gerrittssen, 182; by Swart, 301
Ringo, Jan, sailor of Jacobssen, 261
Ripsen, Claes, testifies, 198; daughter, testifies, 198; mentioned, 197
Robberts, Benjamin (Bent), *see* Bagge, Bent
Roeloffsen, Jan, mentioned, 79
Rogiers (Rogers), Thomas, complaint about, 181; deposition of, 214; testimony, 247, 262; mentioned, 185
sues Maritie Damen, 240; Theunisen, 310, 315
Romeyn, Symon Jansen, sues Glen, 302
Roode (Dansser), Pieter Pietersen; money attached, 56; mentioned, 19, 39
sues Juffrouw Van Curler, 52, 53
sued by Ursel Jansen, 25; by Becker, 55, 57, 58, 227, 231, 240, 241, 313; by Sharpe, 138, 142; by Van Marcken, 156, 161; by Stavast, 301; by Becker, attorney for Jansen, 59
Roodthaer, Jan, sued by Geertruyt Vosburch, 21, 25
Roosenboom, Hendrick Jansen, nominated by Swart, 62; by Staets, 62; by Verbeeck, 62; elected precentor, 62; granted use of church attic, 74; opinion regarding tax on liquor, 249; to prevent disorders in church, regarding seats, 298; to take charge of cemetery, fence and Indian houses, 304; to forbid anyone from taking fire ladders, 304; petition on repairs to church, 305; sues Styntie Jans, 227, 228
sued by Swart, 86, 109, 114, 123, 126

Root, Jan Cornelissen, *see* Cornelissen, Jan
Rutgers, Harmen (Harman, Herman), beats Fredericksen, 51; accounts, 132; gives notice of attachment, 191; mentioned, 35
sues Teller, 21, 22; Bastiaensen, 76; Van Bockhoven, 86, 87; Dirckie Herms, 89; Thomassen, 128, 138, 140, 156, 159; Labatie, 187, 192; Martensen, 187; Wendel, 187; De Wever, 202
sued by Swart, 42, 48, 50, 57
Rutgers, Ryck, claim on estate of Reyersen, 73
Ryckman, Albert Janssen, note on, 286
sues Meeussen, 296; Geertruyt Gerritts, 297; Abrahamsen, 308
sued by Glen, 286, 289
Ryckman, Jan Janssen, mentioned, 286
Ryverdingh, Pieter, mentioned, 237
sues Cobes, 89
sued by Becker, 274

Sabbath observance, ordinance on, 69, 148, 281
Sagoestesi, a Mohawk chief, mentioned, 257
Salisbury, Captain Sylvester, schout of consolidated court, 7; exhibits commission as commander of the fort, 178; elected schout, 196; to supervise setting of posts, 238; order to, regarding stallions, 292; submits judgment against Hester Fonda, 317; mentioned 264, 315, 318, 326
sues Adriaenssen, 282; Albertsen, 282; Barbatsco, 276; Geertruyt Barents, 230; Bleecker, 208; Bosie, 227; Styntie Claes, 274; Clute, 214; Coneel, 318; Cornelissen, 250, 253, 262; Coster, 314; Gerbertsen, 205, 208, 210, 250, 253, 262; Dirckie Herms, 259; Jannyn, 274; Evert Jansen, 214; Roeloff Jansen, 224; Steven Jansen, 227, 230; Kern, 318; Ketel, 250, 253; Anne Ketel, 205, 208, 211, 218, 220, 250, 253; Les Pinard, 323; Loockermans, 282, 316; Maersen, 199; Muller, 274; Otten, 205; Philipsen, 282; Stuart, 205, 206; Teunissen, 282; Tyssen, 208, 210; Van Gansevoort, 218; Van Oort, 208, 210; Van Ravensteyn, 269; Viele, 304
Salomons, Jacob, sues Van Nes, 37, 41; Cornelissen, 50, 51, 53
sued by Tyssen, 93
Sandersen, Jacob, *see* Glen, Jacob Sandersen
Sandersen, Robbert, account paid by, 117; appears in court, 122; translation of proposition made to Canadian chief of Mohawks, 255; to take charge of cemetery, fence and Indian houses, 304; interpreter, 327
sues Anneken Everts, 206, 211; Pruyn, 240, 243; Cornelissen, 240, 243
sued by Swart, 42, 45, 98, 101, 105, 114, 116, 188, 190, 192; by Bogardus, 119, 128, 132; by Bruyn, 230, 240, 243, 254, 264; by Tryntie Wernaerts, 314
Sara, the Swede, appointed to question Ida Adriaentsen, 207
Schaets, Alida (Juffrouw Luyda), sues Gerbertsen, 114, 116, 119, 120, 132, 143, 145, 146; Geertie Cornelissen 163
Schaets, Anna, husband of, 287
Schaets, Bartholomeus, sues Eldersen, 182, 184
Schaets, Rev. Gideon, granted lot, 85; salary, 162; controversial writing sent to Magister Fabricius by, 233; money due from, 237; requests repairs to house, 278; called an intruder, 293; asks for payment of salary, 322; mentioned, 120, 124, 326
sued by Maria Tellers, 171
Scharpe, John, *see* Sharpe, John
Schenectady (Schaenhechtede), jurisdiction of court over, 7; order by governor regarding a town court, 8; trade with Indians at, 75, 148–50, 162, 172; trading ordinance **re-**

newed, 145; inhabitants must have license to trade with Indians, 150; block house at, 177; sale of liquor to Indians forbidden, 245; petition presented regarding land, 264; petition regarding assessments, 283; building of bridge and mill, 292; petitions privilege of trading, 307; granted privilege of a local court for trial of causes, 318; appointment of magistrates, 319; appointment of schout, 320

Schermerhoorn (Schermerhorn), Jacob, referee, 67; appointed magistrate, 180, 279; property in the hands of, 191; nominated magistrate, 273; inspection of work on fence of Lutheran church, 311
sues Styntie Jansen, 133, 134; Flodder, 230, 236
sued by Bogardus, 128, 132

Schott, Eduart, mentioned, 24

Schut, Willem Janssen, sued by Thomassen, 187, 188, 195

Schuyler, Davidt (David), fight with Albertsen, 190, 195; nominated magistrate, 316
sues De Wever, 150, 231
sued by Swart, 182, 187, 192

Schuyler, Philip Pietersen, referee, 30, 37, 68; nominated magistrate, 108, appointed magistrate, 113; attachment on seawan, 145; sent to New York for funds, 226; report on trip to New York, 237; gives seawan to provide arms and ammunition 260; retiring magistrate, 273, 279; attachment placed on beavers by, 313; mentioned, 228, 312
sues Van Vechten, 208; curator of estate of Cornelis Bogardus, sues Cornelissen, 43

Segertsen (Segersen, Segerssen), Cornelis, to receive payment for beavers, 113; serves writ on Juffrouw Ebbinghs, 200; appears before court, 276

Sharpe (Scharpe, Siarp), John, sues Dircksen, 138; Roode, 138, 142; attorney for Varrevanger, sues Hester Fonda, 141

Sheds, for Indians trading at Albany, proposed building, 306

Shrovetide revels, ordinance against, renewed, 126

Sickels (Sicckels), Zacharias (Saccharias), sues Gerbertsen, 37, 145; Lock, 123, 125; wife, sues Gerbertsen, 147
sued by Van Gansevoort, 36, 40; by Spitsberghen, 231

Siston, Michael, granted a lot, 287; appears before court, 309

Slichtenhorst, *see* Van Slichtenhorst

Slingerlant, Teunis, *see* Van Slingerlant, Teunis Cornelissen

Slyck, *see* Van Slyck

Smidt (Smit), Dirck, sues Lock, 91

Smit, Jan, money attached, 162

Solsbergen, Jan, *see* Hendricksen, Jan

Soogemackelyck, *see* Adriaensen, Pieter

Spaeniaert, ——— yacht, 133

Spitsbergen (Spitsberghen), Teunis (Theunis), Cornelissen, retiring magistrate, 316, 317; mentioned, 264
sues Aeltie van Breemen, 21, 23; Sickels, 231

Spoor, Jan, property attached, 212
sued by Wesselsen, 227, 228

Staets (Staas, Staats, Staes), Abraham, surgeon, money in hands of, 16, 25; draws name of Hendrick Rosenboom, 62; retiring magistrate, 180, 186; mediator, 67, 82; referee, 266; nominated magistrate, 273; land, 297; mentioned, 54

Staets (Staas), Tryntie, sues Dircksen, 156

Stavast, Gerrit Jansen (Janssen), testifies, 197; gives bail, 200; mediator, 291; to examine certain accounts, 294; appears in court, 314; mentioned, 269
sues Pietersen, 204; Jacobsen, 204; Thymenssen, 291; Rinckhout, 301; Roode, 301; Winnen, 301
sued by Van Alen, 204, 205

Steenberch, Matthys, mentioned, 274

Stevens, Rhyntie, sues Teunissen, 114, 116, 119, 121; attorney for Jan Stevens, sues Teunissen, 121

Stockade, to be built, 204
Streets to be cleared by inhabitants, 148
Stuart, ———, sued by Salisbury, 205, 206
Stuart (Steward) John, murdered by Indians, 327
Stuyvesant, General Peter, orders against trade with Indians in Schenectady, 148
Sunday observance, ordinance on, 69, 148, 281
Swart, Gerard (Gerrart, Gerrit), schout of the consolidated court, 7; acting for Thomassen, draws name of Hendrick Roosenboom for precentor, 62; guardian of the children of Jan Barentsen Wemp, 74; to go to Schenectady, 75; authorized to collect fines, 127; mediator, 159, 206; discharged from office of schout, 196; requests freedom from burgher excise, 197; ordered to pay Captain Baker, 238; testimony of, 248; mentioned, 36, 54, 162
sues Adriaensen, 129; Aertsen, 101, 105, 114, 115; Albertsen, 93, 129, 151, 163, 167, 182, 187, 190, 191, 192, 195; Andriesen, 29, 42, 98, 99, 101; attorney for Jan Aelberts, sues Andriessen, 99; Bancker, 98; Becker, 107; Bleecker, 93, 98; Bries, 86; Bruyn, 156, 161; Christoffelsen, 129; Clock, 116; Clute, 17, 20, 37, 42, 44, 50, 52, 116, 156; Coneel, 116, 123, 126, 151, 156, 160; Cornelis, 51, 116, 129, 240; Cornelissen, 26, 138, 151, 154, 156, 160, 188, 192; Coster, 37, 42, 44, 109, 114; Crosie, 59; Annette Cuyler, 93, 98; Hendrick Cuyler, 86, 101, 104; De Goyer, 98, 101, 114, 115; De Wandelaer, 59, 86, 93; Diedeloff, 180; Susanna Dirricsen, 188; Dreper, 86; Evertsen, 50; Fredericksen, 42, 48, 50, 57, 129, 188, 190; Gerbertsen, 129, 132, 204; Gerritsen, 12, 99, 101, 105, 114, 115; Helmsen, 37, 48, 50, 51, 188, 192; sues Hesselingh, 93, 101, 109, 111, 116, 151, 156, 160, 182; Hendricksen, 70, 86, 90; Heven, 93, 95; Huyberts, 22; Jacobsen, 17, 22, 26, 63, 64; Susanna Jans, 151; Anna Jansen, 151, 155; Barent Janssen, 42, 50, 187, 192; Claes Jansen, 12; Evert Jansen, 86; Kuyper, 12, 26; La Grand, 26, 28, 86; Lansing, 59, 61; Loockermans, 50, 51, 116; Luycasen, 101; Maerssen, 188, 192, 195, 199, 224, 227, 241; Maertenssen, 182, 188, 192, 204, 205; Nottingham, 86, 93, 95, 98, 123; Otten, 93, 98, 101, 104, 109, 111; Ouderkerck, 119; Philipsen, 156; Pietersen, 12, 15, 20, 93; Piters, 102; Rinckout, 188; Roosenboom, 86, 109, 114, 123, 126; Rutgers, 42, 48, 50, 57; Sandersen, 42, 45, 98, 101, 105, 114, 116, 188, 190, 192; Schuyler, 182, 187, 192; Teller, 116, 118, 213; Teunissen, 12, 42, 45, 116, 117, 163, 167; Thomassen, 63, 66, 98, 101, 151, 155, 156, 160; Tyssen, 17, 22, 26, 28, 61, 63, 64; attorney for Capt. Baker, sues Tyssen, 64; Van Alen, 98, 101; Van Bael, 76, 80, 86, 89; Aeltie van Breemen, 22, 24; Van de Berch, 17, 20, 22, 26, 29; Van der Zee, 188; Van Dyck, 50; Van Eps, 42, 50; Van Laer, 26; Van Ravesteyn, 116, 182; Van Schelluyne, 17, 20; Van Vechten, 98, 101, 109, 112; Vedder, 70, 74, 98, 101, 105, 116, 182, 185, 213, 218; Vermeulen, 17, 93; Verway, 86; Viele, 151; Visbeeck, 129; Geertruyt Vosburgh, 188, 190, 192, 204, 208; attorney for Aelbert Andriessen, sues Geertruyt Vosburgh, 190; Wendel, 15; Wesselsen, 93, 96; Withart, 163, 167, 182, 184, 213, 214; Wynantsen, 62, 66
sued by Withart, 182, 184, 261, 272; by Gerrittsen, 227
Swartwout, Roeloff, accounts, 30; petition presented by, 176
sues Albertsen, 171
Sweers (Sweeres), Anna, sued by Becker, 319
Sybinck, Jan, mentioned, 271, 274
Symon, the baker, *see* Volckertsen. Symon

Tappen, Juriaen Teunissen (Theunisen, Theunissen), attack on, 16; money in the hands of, 162; money assigned to, 242; offers to give bail, 253; referee, 261; mentioned, 52
sues Nottingham, 12, 17, 21, 22, 29; Gouw, 110; Helmsen, 127; Arentsen, 138; Jansen, 151, 153, 299; Flodder, 227, 230, 235; Baker, 265; Hesselingh, 284
sued by Swart, 12, 42, 45, 116, 117, 163, 167; by Bogardus, 128; by Juffrouw Meyers, 182; by Salisbury, 282

Tapsters, to buy license, 36; ordinance on, 223, 281; license fee paid toward support of workhouse, 282

Tavernkeepers, to buy license, 36; ordinances for, 97, 223; present petition, 171; sued for license fee, 282

Taxes, levied, 123; on liquors, 249, 319, 324; collection of, 272, 305; with arrears must be paid, 326

Teerbosch, Pieter Jansen, sued by Anne Ketelheyn, 47

Teller, Andries, mediator, 37; referee, 224, 266; nominated magistrate, 316; appointed magistrate, 317
sued by Swart, 116, 118

Teller (Tellers), Maria, sues Schaets, 171; Willemssen, 232, 245
sued by Winnen, 79

Teller, Willem, complains of lack of chimneys, 106; house of, rented by Jeremiah van Rensselaer, 110; payment to, 142; request to trade at Schenectady refused, 267; judgment against, 268
sues Geertruyt Vosburch, 138, 142, 258, 261; Willensen, 230; Adriaenssen, 240, 242; wife, sues Schaets, 171
sued by Rutgers, 21, 22; by Winne, 76; by Swart, 213; by Van Marcken, 215, 217

Tempelier, Teunis, gives notice of attachment, 47

Tery (Terry), Jacob Hendricksen, note on, 121

Teunissen, Cornelis, property in hands of, attached, 270
sues Nack, 66, 67; Albertsen, 325

Teunissen, Cornelis, *see also* Van Slyck, Cornelis Teunissen; Van Vechten, Cornelis Teunissen

Teunissen (Theunisen, Theunissen), Dirck, money in hands of, 34, 40; granted privilege of gelding horses, 292
sued by Cornelia Van Schelluyne, 47, 48

Teunissen (Theunisen, Theunissen, Thonisen, Thonissen), Gerrit, estate of, 143
sues Bosie, 114; Pretty, 230, 235
sued by Pieter the Frenchman, 32, 42; by Meyndertsen, 52; by Thymensen, 52, 55, 58; by Hoogenboom, 59, 61; by wife of Thymensen, 59; by Rogiers, 310, 315

Teunissen, Juriaen, *see* Tappen, Juriaen Teunisen

Teunissen (Theunisen, Theunissen), Sweer, letter signed by, 69; appears in court, 74; payment due for wheat, 161; request to trade at Schenectady refused, 267; money in the hands of, 313; mentioned, 154, 283, 292
sues Hoogenboom, 187, 202; Cornelisen, 311
sued by Jansen, 98, 100, 102; by Gouw, 192, 193; by Claesen, 218; by Cornelissen, 231

Teunissen, Teunis (Theunis), mentioned, 250; sued by Van Rensselaer, 109, 110

Theunis, *bierdrager, see* Jacobsen, Theunis

Theunis, *metselaer, see* Teunissen, Theunis

Theunissen, Cornelis, *see* Van Slyck, Cornelis Teunissen, Van Vechten, Cornelis Teunissen

Theunissen, Gerrit, *see* Teunissen, Gerrit

Theunissen, Juriaen, *see* Tappen, Juriaen Teunisen

Theunissen, Sweer, *see* Teunissen, Sweer

Thomassen, Gabriel, interpreter, 327
sues Hester Fonda, 21, 25, 36; Graeven, 133
sued by Swart, 63, 66, 98, 101, 151, 155, 156, 160; by Glen, 109; by Lock, 218, 224, 225

Thomassen, Jan, money in hands of, 26, 39; payment due, 67; retires as magistrate, 108, 113; property attached, 191; appointed magistrate, 273, 279; mentioned, 62, 66
sues Dirckie Herms, 63, 86, 87; Tyssen, 66; Van Rensselaer, 157, 167; Schut, 187, 188, 195
sued by Tyssen, 67, 208; by Rutgers, 128, 138, 140, 156, 159; by Abrahamssen, 187, 192

Thonissen, Gerrit, *see* Teunissen, Gerrit

Thymensen (Thymenssen, Thymonssen, Tymensen), Cornelis, sues Baeffie Pieters, 240
sued by Adriaenssen, 294

Thymensen (Thymenssen, Thymonsen, Tymensen), Jan, sues Teunissen, 52, 55, 58; Adriaenssen, 286, 289; wife sues Teunissen, 59
sued by De Winter, 187, 202; by Stavast, 291; by Adriaenssen, 294

Thymensen, Pieter, account due from, 286

Thys de Goyer, *see* Evertsen, Thys

Thyssen, Jan, *see* Tyssen, Jan

Tiercks (Tiercx, Tjercks, Tuercsen), Hester, sues Kleyn, 79; Baeffie Piters, 84
sued by Van Bael, 233

Toinel (Tuinnel), Jan, to run ferry on Sundays, 30; mentioned, 203

Tory, *see* Tery, Jacob Hendricksen

Trade, at Schenectady, with Indians, 148, 172; ordinance against, 145, 149–50, 162; regulations concerning strangers, 199

Trading on the hill in sheds, resolution on, 270

Tuercsen, Hester, *see* Tiercks, Hester

Tuinnel, Jan, *see* Toinel, Jan

Turck, Symon, sues Flodder, 294

Tyssen, Hilleken, *see* Bronck, Hilletie

Tyssen (Thyssen, Vander Heyden), Jacob, complaint of Thomas Rogiers, 181; gives bail, 200
sues Salomons, 93; Catelyn Adams, 94
sued by Salisbury, 208, 210

Tyssen (Thysen, Thyssen), Jan, about to leave country, 68; sues Thomassen, 67, 208
sued by Mary Jansen, 12; by Swart, 17, 22, 26, 28, 61, 63, 64; by Baker, 62; by Thomassen, 66; by Volckert Jansen, 66, 67; by Van Slichtenhorst, 323; by Swart, attorney for Baker, 64; wife sued by Schermerhorn, 134

Urssel, wife of Anthony Jansen, mentioned, 241

Van Aken (Aecken), Jan Coster, sale of kettles to, 141
sued by Rinckhout, 66, 68

Van Alen, Laurens (Lourens), appears in court, 120, 201; complaint of Jan Bruyn, 299; mentioned, 251
sues Bever, 25, 32; Flodder, 25, 32, 35; Cornelissen, 25, 26, 32, 36, 38, 202; Elizabeth Drisius, 93, 95; Gerbertsen, 119, 121, 123, 127, 129; Martensen, 70, 119, 123, 127; Volckertsen, 145, 150, 153; Hansen, 202, 205; Jansen, 204; Stavast, 205; Bruyn, 301; Wybensen, 302
sued by Gerbertsen, 70, 73; by Baker, 123, 124

Van Alen, Pieter, wife appointed to question Ida Adriaentsen, 207; to care for property interests, 239; complaint of Jan Bruyn, 299, 300; appears before court, 304
sues Philipsen, 70, 76; Agnietie Philipsen, 74, 78; Bruyn, 301
sued by Swart, 98, 101; by Bogardus, 128, 132

Van Alstyne, Jan Martensen, *see* Martensen, Jan

Van Bael, Jan Hendricksen, witness, 92; nominated magistrate, 108; appointed magistrate, 180, 187; to supervise setting of posts, 238; gives seawan to provide arms and ammunition, 260; inspection of work on fence of Lutheran church, 311; retiring magistrate, 316, 317; request for land granted, 297; land conveyed to, 298; mentioned, 212, 264
sues Jacobssen, 192, 194, 261; Bastiaensen, 227, 230; Hester Fonda, 233
sued by Swart, 70, 76, 80, 86, 89, 90

Van Bockhoven (Boeckhoven), Claes, sued by Rutgers, 86, 87

Van Bremen (Breemen), Aeltie, property attached, 85
sued by Spitsbergen, 21, 23; by Swart, 22, 24; by Provoost, 100, 103

Van Bremen (Breemen), Jan Dircksen, note on, 23; accounts, 103; curators to administer estate of, 297

Van Breuckelen, Cornelis Teunissen, *see* Van Slyck, Cornelis Teunissen

Van Buren, Cornelis Maessen, daughter Styntie, 13

Van Creenen, Jan, executor of estate, 313

Van Curler (Curlers), Juffrouw Anthonia, attorney for, 53; money in the hands of, 56, 94, 192; bull belonging to, 103; actions against, 184, 248; to pay certain accounts, 307; request to examine her books, 313; mentioned, 102, 249
sued by Roode, 52, 53; by Van Marcken, 138; by Becker, 215, 216; by Anthony Jansen, 216; by Bout, 231; by Paulus Jansen, 310

Van Curler, Arent, drowned, 23; mentioned, 22, 77, 83, 86, 88, 184, 216

Van den Bergh (Berch), Arent, sued by Mary Goossens, 11, 12; by Swart, 22

Van den Bergh (Berch), Gysbert, mediator, 63, 87; broke canoe, 234
sued by Swart, 17, 20, 26, 29; by Maerssen, 250

Van den Bogaert, Myndert Harmensen, sued by Clute, 116, 117

Van den Uythof, Wouter Albertsen, sued by Bogardus, 128

Van der Heyden, Jacob, *see* Tyssen, Jacob

Van der Hoeven, Gysbert Cornelissen, *see* Cornelissen, Gysbert

Van der Poel, Melgert Wynantsen, *see* Wynantsen, Melgert

Van der Poel, Theunis Cornelissen, appointed magistrate, 180, 187

Van der Poel, Wynant Gerritsen, *see* Gerritsen, Wynant

Van der Zee, Sturm, *see* Albertsen, Storm

Van Dyck (Dyke), Dr Cornelis, mediator, 30, 57; mentioned, 209
sued by Swart, 50, 51, 116; by Bogardus, 128, 132

Van Dyck, Hendrick, mentioned, 30

Van Dyck, Rykie, *see* Dareth, Ryckie

Van Eps (Neps), Jan Dircksen, curator of estate, 143; appointed magistrate, 319; mentioned, 283
sued by Swart, 42, 50; by Van Marcken, 138

Van Gansevoort (Gansvoort), Harmen Harmensen (Harman, Herman), servant of, 168; gives bail for Dirricksen, 169; information given by, 213; appears in court, 236, 279, 282, 316; property in the hands of, 238; mentioned, 148
sues Bever, 32, 34; Sickels, 36, 40; Jansen, 36, 40; Evertsen, 116, 118; Maria Damen, 250; Arentssen, 250; Adriaentssen, 258, 260, 263; Cornelissen, 287
sued by Van Rensselaer, 86; by Van Slichtenhorst, 181; by Cornelissen, 182; by Hendricksen, 202; by Salisbury, 218; by Gerbertsen, 250, 251

Van Gutsenhoven, Jan Bastiaensen, *see* Bastiaensen, Jan

Van Heemstraet, Takel Dircksen, *see* Dircksen, Taeckel
Van Hoesen, Jan, mentioned, 297
Van Hoesen, Jan Juriaensen, *see* Juriaensen, Hans
Van Hoesen (Hoesem), Juriaen Jansen, gives notice of attachment on beavers, 282
sues Cornelisen, 308
Van Hoesens (Hoesem, Hoesen), Volckie (Volckje), accounts, 132
sues Jansen, 12; Volckertsen, 36, 39, 46
Van Ilpendam, Adriaen Jansen, petition granted, 69; to help settle estate, 73; exhibits license as notary, 80; referee, 148, 159; mediator, 206, 291; to administer estate of Jan van Bremen, 297; to prevent disorders in church, regarding seats, 298; to forbid anyone from taking fire ladders, 304; petition on repairs to church, 305; attorney for Juffrouw Van Curlers, 310; sues Aeltie van Bremen, 103; curator of estate of Jan Andriessen, sues Van Rensselaer, 103
Van Laer, Jacob, affidavit referred to, 29
sued by Swart, 26
Van Marcken, Jan Gerritsen, statement by, 15; requests permission to keep an ordinary, 30; appears in court, 38; taps on Sunday, 44; forbidden to sell liquor by the quart, 44; property granted to, 54; testifies, 93, 152, 244; complains of Piters, 94; requests granted, 94; notified to care for property of Powell, 100; to be informed of lack of chimneys, 106; letter to, referred to, 107; curator of certain estates, 143; to communicate with Mohawks, 144; request for use of land approved by, 207; attorney for Juffrouw Curlers, 216; request to trade at Schenectady refused, 267; to collect the tax money, 272; retires as schout, 273; resigns as notary, 306; chosen schout of Schenectady, 320; mentioned, 34, 37
sues Bancker, 12, 14, 156; Pietersen, 12, 14, 102; Luycasen, 101; Adriaensen, 138; Leendertsen, 138; Juffrouw Curlers, 138; Van Vechten, 138, 151, 154; Viele, 138, 151; Van Petten, 138; Van Eps, 138; Volckertsen, 151, 154; De Vries, 151, 156; Rinckhout, 138, 151, 154, 156, 161; Roode, 156, 161; Lamberts, 215; Teller, 215, 217; attorney for Jan Labatie, sues Gerbertsen, 139
sued by Cleyn de Goyer, 11, 17; by Hans Dreper, 17; by Maritie Drepers, 18; by wife of Cleyn de Goyer, 19, 36, 38; by Cornelisen, 42; by Grietie Cornelissen, 43; by Jansen, 81, 86, 93, 98, 100, 101; by Gerbertsen, 127; by Volckertsen, 218, 219; by Glen, 227
Van Neck, Lambert, mentioned, 193
sues Flodder, 76
Van Nes, Cornelis Hendricksen, sued by Maerssen, 194; by Vedder, 194
Van Nes, Gerrit Cornelissen, sued by Salomons, 37, 41
Van Noortstrant, Jacob Jansen, sealer of measures, weights and casks, 300
sued by Dircksen, 12, 13
Van Olinda, Pieter, appointed schout, 273; asks information on burgher excise, 309; retiring schout, 320
Van Oort, Goosen, sued by Becker, 100, 102; by Salisbury, 208, 210
Van Papendorf, Adriaen Gerritsen, *see* Gerritsen, Adriaen
Van Petten, Claes, mentioned, 24
sued by Van Marcken, 138
Van Ravenstyn, Elias, to give bail, 191, 200; arrested, 198
sues Nottingham, 174, 187, 189, 197
sued by Adriaensen, 21, 22; by Swart, 116, 182; by Salisbury, 269
Van Rees, Gerrit, mentioned, 23
sues Van Vechten, 205; widow sues Volckertsen, 182
Van Rensselaer, Jan Baptist, letter to, referred to, 110; farm bought of, 157; mentioned, 141

Van Rensselaer, Jeremias, appears in court, 72; appointment of magistrates, 108, 113, 179, 186, 273, 278, 315; letter from on building a house, 110; petition referred to, 169; exhibits order to raise a troop of horse, 180; sent to New York for funds, 226; report on trip to New York, 237; complaint about stallions, 292; mentioned, 170–171, 268, 323, 325

sues Martensen, 32; Van Schelluyne, 70, 72; Van Gansevoort, 86; Teunissen, 109, 110; Gouw, 109, 110; Helmsen, 119; Jurricksen, 123, 125

sued by Provoost, 100, 103; by Van Ilpendam, 103; by Adriaensen, 138, 140; by Gouw, 150, 151, 192; by Volckert Jansen, 156, 157, 167; by Thomassen, 157, 167; by Lock, 215, 216

Van Rensselaer, Ryckaert (Ryckart, Richard), draws name of Hendrick Bries for precentor, 62; mediator, 82; witness, 117; retiring magistrate, 273, 278

sues Van Slingerlant, 145, 150; Christoffelssen, 182, 183

Van Rotterdam, Claes, appraiser of property, 202

sues Tryntie Melgerts, 284

Van Rotterdam, Jan, gift of land invalid

Van Ruyven, Cornelis, administrator of the Company, 171; mentioned, 271, 274

Van Schaick, Goosen, Gerritsen, *see* Gerritsen, Goosen

Van Schelluyne, Cornelia, sues Tuenissen, 47, 48

Van Schelluyne, Dirck, ordered to render account, 35; exhibits commission as notary public, 43; attorney for Juffr. Curlers, 53; note payable by, 59; land, 177; mentioned, 27

sues De Wandelaer, 21–23; Gerrittsen, 21; Bleecker, 26, 27; Geertie Cornelis, 26; Gerbertsen, 63, 65; curator of estate of Cornelis Bogardus, sues Cornelissen, 43

sued by Swart, 17, 20; by Ursel Jansen, 25, 27; by Becker as attorney for Jansen, 53; by Van Rensselaer, 70, 72

Van Schelluyne, Tielman, mentioned, 48

Van Slichtenhorst, Gerrit (Gerritt), wife, acceptance of note, 59; opinion regarding tax on liquor, 249; sent to Mohawk county, 259; nominated magistrate, 273; appointed magistrate, 279; notice of attachment, 284; land belonging to, 298

sues Volckertsen, 181; Cornelissen, 181; Gansevoort, 181; Van Vechten, 204; Tyssen, 323; attorney for widow of Gerrit Rees, sues Volckertsen, 182; attorney for Van Rees, sues Van Vechten, 205

Van Slingerlant, Teunis Cornelissen, appears in court, 85; guardian of Albert Bradt's children, 172; granted a lot, 326

sued by Van Rensselaer, 145, 150; by Glen, 150, 156, 163, 215, 224, 225; by Winnen, 182, 183

Van Slyck, Auke (Jaques) Cornelissen, presents a petition, 44; money attached, 130, 145, 168; money in the hands of, 139; payment to, 154; accounts, 166; appears before court, 294, 297; to have exclusive privilege to tap at Schenectady, 307; mentioned, 283

sues Bagge, 42; Van Marcken, 42; wife, sues Van Marcken, 43

sued by Bogardus, 42, 43; by Johanna Ebbinghs, 76; by Gerbertsen, 127, 130; by Swart, 188, 192; by Dreper, 202, 204; by Withart, 202, 204

Van Slyck, Cornelis Teunissen, from Breuckelen, accounts of, 132; property attached, 114; mentioned, 252

sued by Rhyntie Stevens, 114, 116, 119, 121; by Rhyntie Stevens, attorney for Jan Stevens, 121; by Willem Slyck, 263, 303

Van Slyck, Willem Pietersen, sues Theunissen, 263; Cornelis Slyck, 303
sued by De Vries, 61, 62, 70, 71; by Adriaenssen, 252; by Cobes, attorney for De Vries, 64
Van Steenwyck, Jan Albertsen, *see* Albertsen, Jan
Van Twiller, Johannes (Hans), account due, 34, 72; account against, 288
Van Valckenburgh (Valkenburgh, Valckenburch, Valkenborgh), Lambert, presents petition, 170
sues Jansen, 218
Van Vechten, Cornelis Teunissen (Theunissen), money in the hands of, 95, 130, 145; mentioned, 40, 157
sues Johanna De Hulter, 231, 244
sued by Swart, 98, 101, 109, 112; by Oethout, 123; by Bogardus, 128; by Schuyler, 208; by De Lorie, 218; by Bosie, 218; by Viele, 250
Van Vechten, Teunis Cornelissen, to be examined in court, 135; appointed magistrate, 319; mentioned, 82, 132
sues Styntie Claes, 151; Maritie Peeck, 151
sued by Cleyn de Goyer, 11, 21; by Hoogenboom, 59; by Pietersen, 59; by Gerritsen, 61; by Tryntie Melgers, 62, 64; by Bastiaensen, 81; by Glen, 127, 130; by Bogardus, 133, 138, 140, 145, 150, 152; by Van Marcken, 138, 151, 154; by Van Slichtenhorst, 181, 204; by Van Slichtenhorst, attorney for Van Rees, 205; by Maria Becker, 227; by Gouw, 240
Van Voorhout, Claes Cornelissen, *see* Cornelissen, Claes
Van Voorhout, Cornelis Segersen, statement by, 137
Van Westbroeck, Anthony Jansen, *see* Jansen, Anthony
Van Westbroeck, Cornelis Thermissen, mentioned, 13
Varrevanger (Vervanger), Jacob Hendricksen, sues Hester Fonda, 141
Vedder, Annetie, sues Martensen, 48
Vedder, Herman, moneys in hands of attached, 323; mentioned, 92, 251
sues Arentsen, 123; Martensen, 123; Rinckhout, 127; Jansen, 127; Volkertsen, 133; Helmsen, 138; Maria Damen, 187; Van Nes, 194; Maersen, 227, 230, 234
sued by Swart, 70, 74, 98, 101, 105, 116, 182, 185, 213, 218; by Bogardus, 128
Verbeeck, Jan, nominates Roosenboom, 62; witness, 117; asks for lot, 135, 170; retiring magistrate, 180, 186; orphanmaster, 214; house granted to, 249; mediator, 291; attorney for Juffrouw Van Curlers, 310; nominated magistrate; mentioned 21, 54, 165
sued by Becker, 313; by Jansen, 313
Vermeulen, Hendrick, sued by Swart, 17, 93; by Bruyn, 86, 93; by Jannetie Brouster, 98; by Glen, 156, 163, 231; by Becker, 231
Vervanger, Jacob, *see* Varrevanger, Jacob Hendricksen
Verveelen, Alida, *see* Schaets, Alida
Vervelen (Verveelen), Daniel, payment of wheat, 96
sues Cobes, 12, 14
Verway, Cornelis, mentioned, 22
sued by Becker, 192; by Winnen, 213
Verway, Theunis, witness, 90
sued by Wesselsen, 76, 78; by Swart, 86
Viele, Arnout (Aernhout) Cornelissen, note on, 15; affidavit referred to, 29; appears in court, 61; guardian of the children of Jan Barentsen Wemp, 74; mediator, 225; interpreter, 327; mentioned, 18
sues Abrahamsen, 321
sued by Swart, 26, 129, 138
Viele, Cornelis Cornelissen, gives bail, 200; petition to buy land, 207; petition to tap liquor, 283; license to keep an ordinary, 289; complaint of

tapping done by, 295
sues Van Vechten, 250
sued by Van Marcken, 138, 151; by Swart, 151; by Salisbury, 304
Viele, Pieter Cornelissen, property granted to, 54; petition presented by regarding lot, 299
Vinhagen (Vunhaegen), Jan, wife, mentioned, 78, 90
Visbeeck, Gerrit, land belonging to, 298; deed of land to Hans Juriaensen, 298; affidavit of, 324; mentioned, 297
sued by Bogardus, 128; by Swart, 129
Visbeeck, Volckie, sues Dirckie Martens, 156
Volckertsen, Symon, wife appears in court, 182; mentioned, 13
sues Van Marcken, 218, 219
sued by Loockermans, 26, 36, 39; by Volckie van Hoesen, 36, 39, 46; by Vedder, 133; by Arentsen, 145; by Van Alen, 145, 150, 153; by Aertsen, 150, 153; by Van Marcken, 151, 154; by Slichtenhorst, 181, 182; by Hester Fonda, 202, 204, 215, 216
Vosburgh, Abraham, mentioned, 261
Vosburgh (Vosburch), Geertruyt, notice served on, 16, 52; property attached, 25, 35, 47, 80, 166; boards for payment of, 60, 61, 69; dispute with Gerritsen regarding sawmill, 70; petition on antenuptial contract with husband, 122; answer to petition, 145; to present accounts, 148; partnership with Gerritsen dissolved 148; mill purchased from, 155; appears in court regarding marriage settlement, 175; attachment of seawan vacated, 177; sale of household effects, 177; resolution of magistrates on marriage settlement, case dismissed, 178; case against Aelbert Andriessen dismissed, 199; judgment against Aelbert Andriesen, 306
sues Roothaer, 21, 25; Kalier, 128; Aelberts, 163; Gerrittssen, 248, 267; Andriessen, 267
sued by Sandersen, 21, 32, 34, 288; by Cobes, 37, 47, 63, 70, 127, 130; by Cobes as attorney for Hilletie Bronck, 42, 43, 71; by Hilletie Bronck, 66, 68; by Glen, 70, 72; by Hevinck, 98; by Andriessen for separation, 136; by Andriessen, 138, 141, 150, 152, 187, 190, 192, 193; by Teller, 138, 142, 258, 261; by Swart, 188, 190, 192, 204, 208; by Gerrittsen, 227, 228, 230, 240, 244; by Cregier, 293
Vries, Adriaen Dircksen, *see* De Vries, Adriaen Dircksen
Vrooman, Hendrick Meeusen, *see* Meessen, Hendrick
Vrooman, Pieter Meeusen, *see* Meessen, Pieter
Vunhaegen, Jan, *see* Vinhagen, Jan
Vyselaer, Jan Cornelissen, *see* Gouw, Jan Cornelissen

Weights and measures, ordinance regarding, 31, 300
Wemp, Jan Barentsen, guardians of the children of, 75
Wendel, Evert, referee, 22; orphanmaster, 214
sued by Swart, 15; by Rutgers, 187; by Cregier, 224, 225
Wendel, Johannes, testimony, 327
Wernaerts, Tryntie, sues Sandersen, 314
Wesselsen (Wessels), Dirck, overseer of cattle, mediator, 79; appears in court, 84, 90; property in the hands of, 157; notifies court of attachment, 212; opinion regarding tax on liquor, 249; nominated magistrate, 273; complaint of Jan Bruyn, 299; testimony, 327
sues Verway, 76, 78; Spoor, 227, 228; Bruyn, 301
sued by Bogardus, 128, 132
Wesselsen, Jochem (Jocchum) appears in court, 46; judgment against, 46; insults offered to court by, 312; fined, 312; ordered to keep silent, 313; mentioned, 135, 170, 287
sues Gerritsen, 32, 33, 41;

Dirckie Helms, 55; Baker, 127, 129, 133
sued by Gerrittsen, 26; by Swart, 93, 96; by Baker, 119, 120, 123, 124 136; by Reformed church, 293
Westbroeck, Anthony Jansen, *see* Jansen, Anthony
Whitbeck, Jan Thomassen, *see* Thomassen, Jan
Wicht, Benjamin, mentioned, 235
Willemsen (Willemssen), Cornelis, property attached, 236; money due to, 237
Willemsen (Willemssen), Hendrick, wife beaten, 206
sues Withart, 231, 250, 252
sued by Cregier, 227; by Teller, 230; by Juffrouw Tellers, 232, 245
Willet, Capt. Thomas, appears in court, 70; mediator, 82; summoned to court, 106; action on purchase of Powell's land, 106; resolution passed by, 178; assessment against, by court, 179; money of, 238; mentioned, 21
sues Geertruyt Vosburch, 208
Williams, Robbert, property attached, 203, 234, 284
Wiltwyck, local court established, 7
Wine dealers, ordinance relating to, 49
Winne (De Vlamingh, Winnen), Pieter, referee, 99; pasture of, 161; appointed magistrate, 316, 317
sues Teller, 76; Juffrouw Teller, 79; Slingerlant, 182, 183; Verway, 213
Winne (Winnen), Pieter Pietersen, jr, sued by Pretty, 224, 227, 229, 230, 240; by Stavast, 301
Wis, Jacob, mentioned, 274
Withart (Witthart), Johannes, cited, 107; guilty of contempt of court, 108; petition refused, 218; petition requesting release from fine, 247; robbed, 276; mentioned, 269, 316
sues Swart, 182, 184, 261, 272; Cornelissen, 204
sued by Bleecker, 81, 82; by Swart, 163, 167, 182, 184, 213, 214; by Cornelissen, 202; by Ryckie Dareth, 224; by Willemssen, 231, 250, 252; by Otten, 265, 270, 273, 275
Wittbeck, Jan, *see* Thomassen, Jan
Wittmont, Jan, *see* Thomassen, Jan
Wolves, ordinance on catching, 276
Women, drunken, 96
Wouter, the baker, *see* Van den Uythof, Wouter Albertsen
Wouter, the wheelwright, *see* Aertsen, Wouter
Wouters, Cornelis (Ceesie), letter from, mentioned, 232, 308
Wouters, Elysabeth (Bessie), testimony of, 90
Wybensen, Jacob, sailor of Jacobssen, 261
Wybensen, Jan, sued by van Alen, 302
Wynantsen, Melgert, sued by Swart, 63, 66
Wynkoop (Wynkop), Cornelis, attorney for, 17

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